

Sponsored by: Burnett

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2009-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED SUBMERGED LANDS LEASE AGREEMENT WITH THE STATE OF FLORIDA SO AS TO INCREASE THE SQUARE FOOTAGE OF BOOT KEY HARBOR; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED SUBMERGED LANDS LEASE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Marathon (the "City") has an existing Submerged Lands Lease Agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the submerged lands in Boot Key Harbor; and

**WHEREAS**, the City desires to expand the existing dinghy dock at the City Marina in Boot Key Harbor so as to construct a service dock and four floating access piers, and will require additional submerged lands in order to do so; and

**WHEREAS**, the City will need to enter into an amended Submerged Lands Lease Agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida so as to increase the square footage.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The Submerged Lands Lease Agreement between the City and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, a copy of which is attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved.

**Section 2.** The Mayor is authorized, on behalf of the City, to execute the amended Submerged Lands Lease Agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 27<sup>th</sup> day of January, 2009.

**THE CITY OF MARATHON, FLORIDA**

---

**Mike Cinque, Mayor**

AYES: Ramsay, Snead, Vasil, Worthington, Cinque  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

---

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

---

CITY ATTORNEY

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

Doc# 1732035 02/25/2009 11:23AM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1732035  
Bk# 2401 Pg# 1279

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

---

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE  
MODIFICATION TO INCREASE SQUARE FOOTAGE

BOT FILE NO. 440222445  
PA NO. 44-0164121-001

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

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

A parcel of sovereignty submerged land in Sections 9, 10, 15, 16, Township 66 South, Range 32 East, in Boot Key Harbor, Monroe County, containing 3,494.439 square feet, more or less, as is more particularly described and shown on Attachment A, dated August 2, 2007 and August 14, 2008.

TO HAVE THE USE OF the hereinabove described premises from October 28, 2008, the effective date of this modified lease, through May 31, 2016, the expiration date of this modified lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate an existing 228-slip managed municipal mooring field and a 45-slip anchorage area and to construct a service dock and 4 floating access piers exclusively to be used for mooring of recreational vessels and transport dinghies in conjunction with an upland city marina, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and with liveboards as defined in paragraph 24, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit No. 44-0164121-001, dated September 1, 2006, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or first 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this Lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of 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.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

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

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

5. 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.

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

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

8. 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.

9. 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.

10. 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, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

9805 City of Marathon, Florida  
10045-55 Overseas Highway  
Marathon, Florida 33050

Doc# 1732035  
Bk# 2401 Pg# 1281

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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

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

18. 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 8 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.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in the riparian upland property enforceable in summary proceedings as provided by law.

20. 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.

21. 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.

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

23. 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 agreement.

24. 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.

25. 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.

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

27. 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.

28. SPECIAL LEASE CONDITIONS:

A. All of the wet slips within the leased premises shall be made available for rent to the general public maintained on a "first come, first served" basis, as defined in subsection 18-21.003(25), Florida Administrative Code, with no longer than one-year rental terms, and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the mooring field and anchorage area and at the landward entrance to the Lessee's marina which are clearly visible to passing boaters and the general public. The signs shall contain language clearly indicating that all of the wet slips within this mooring field and anchorage area are available for rental by the general public. Any mooring rate sheet publications and advertising for the mooring field and anchorage area shall clearly state that all of the wet slips are open to the public on a "first come, first served" basis.

B. Vessel slips within the leased premises shall not be used for wet storage of vessels.

C. Vessels moored in the leased premises shall comply with all aspects of the Boot Key Harbor Management Plan (the "Plan"), which has been adopted by the Lessee and approved by the State of Florida Department of Environmental Protection.

D. During the term of this lease and all subsequent renewal periods, the Lessee shall maintain the manatee informational display and manatee awareness signs as required by the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 44-0164121-001, dated September 1, 2006.

E. The Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Lands Administration, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. Those records shall include, but not be limited to, the books, records, contracts, and other documents pertaining to the gross income derived from the mooring field and anchorage area, and expenses incurred by the Lessee for operation and maintenance of the mooring field and anchorage area. Those annual certified financial records of income and expenses shall include ancillary income and expenses directly related to the mooring field and anchorage area. Gross income is defined as the actual income collected from the use of sovereignty submerged lands, and shall include any ancillary user charges required for and directly attributable to the use of the structures or activities on sovereignty submerged lands. The submitted information shall be certified by a certified public accountant. The Lessor reserves the right to assess the Lessee a lease fee, in accordance with Rule 18-21.011, Florida Administrative Code.

F. The Lessee shall submit all ordinances that pertain to the City of Marathon Boot Key Harbor Municipal Mooring Field and Anchorage, within 30 days of adoption. The Lessee shall ensure that any ordinances that are adopted are not contrary to the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit No. 44-0164121-001, dated September 1, 2006, or this lease (or any subsequent modification/renewal to either the permit or this lease).

G. Prior to allowing any vessel to utilize the leased premises, the Lessee shall implement and maintain for the life of the facility the State of Florida Department of Environmental Protection approved Plan (or a State of Florida Department of Environmental Protection approved modification of the same) attached to the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit No. 44-0164121-001, dated September 1, 2006, and incorporated herein into this lease. Modifications to the Plan may be made upon written agreement by both the Lessee and the Lessor. A violation of the Plan is a direct violation of this lease.

**Doc# 1732035**  
**Bk# 2401 Pg# 1284**

H. The Lessee shall maintain a water quality monitoring program acceptable to the State of Florida Department of Environmental Protection (DEP). Water quality data will be periodically reviewed by DEP. In the event that water quality violations occur and water quality standards provided by Chapter 403, Florida Statutes, are not maintained, the Lessee will be given written notice to correct the problem. Such notice shall require the Lessee to correct severe violations within 30 days of the notice and less serious violations within 120 days of the notice, unless the Lessee is able to demonstrate to the Lessor's satisfaction that the violations were not caused by the docking facility, leased premises or associated activities on the adjacent riparian uplands, including stormwater runoff. If the Lessee does not correct a violation within the specified time, then the Lessor may at its sole option cancel this lease and upon cancellation, the Lessee shall be required to remove the docking facility and other structures within the leased premises.

---



WITNESSES:

Theresa M. Brady  
Original Signature

Theresa M. Brady  
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

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

Doc# 1732035  
Bk# 2401 Pg# 1285

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2009, 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

Kathy C. Griffin  
Notary Public, State of Florida

Printed, Typed or Stamped Name  
My Commission Expires:  
Notary Public State of Florida  
Kathy C. Griffin  
My Commission DD727692  
Expires 10/30/2011

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

WITNESSES:

Clyde Burnett  
Original Signature

CLYDE BURNETT  
Typed/Printed Name of Witness

Walter M. McDowell Jr.  
Original Signature

WALTER M. MCDOWELL JR.  
Typed/Printed Name of Witness

City of Marathon, Florida (SEAL)

BY: [Signature]  
Original Signature of Executing Authority

Michael Cinque  
Typed/Printed Name of Executing Authority

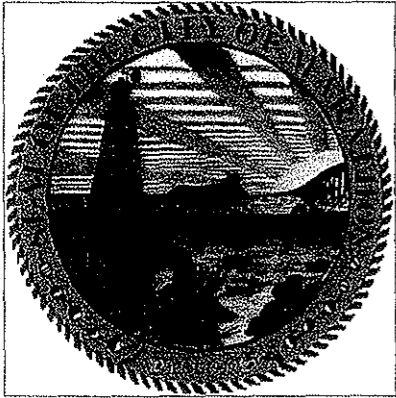
Mayor  
Title of Executing Authority

"LESSEE"

STATE OF Florida  
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 28 day of January, 2009, by Michael Cinque as Mayor, for and on behalf of City of Marathon, Florida. He is personally known to me or who has produced \_\_\_\_\_ as identification.

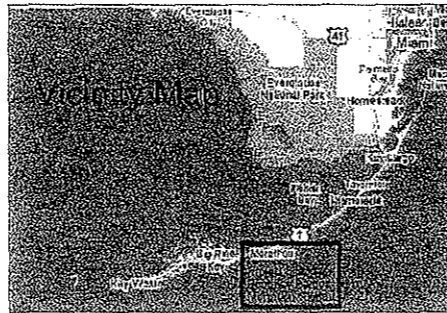
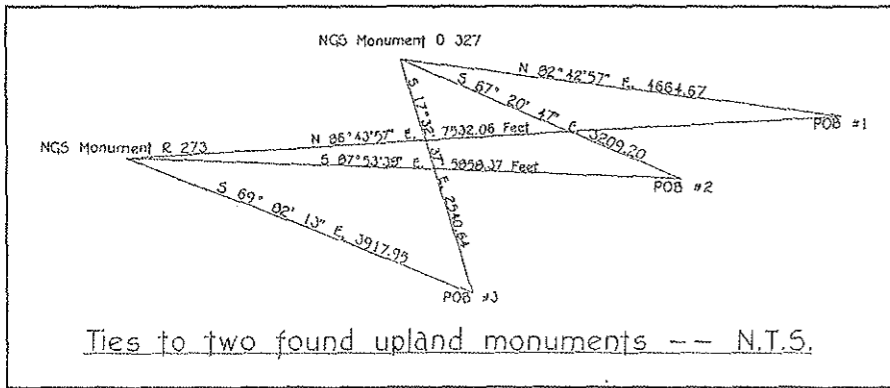
SECTIONS 9,10,15,16 TOWNSHIP 66 SOUTH RANGE 32 EAST



Boat Key Harbor Mooring Fields and Anchorage Field  
 Legal Descriptions and Sketches  
 City of Marathon, Monroe County, Florida

CERTIFICATIONS:

CERTIFIED TO:  
 Florida Board of Trustees of the Internal Improvement Trust Fund  
 City of Marathon, Monroe County, Florida



**LEGEND**

☐ 1A -- GREEN DAYBEACON  
 △ 2B -- RED DAYBEACON

CITY OWNED LANDS

PROPOSED LEASE AREAS

PROPOSED MOORING FIELDS

I hereby certify that the legal description represented hereon meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-5, Florida Administrative Code, Pursuant to Section 472.027, Florida Statutes. Not valid unless signed and embossed with seal.

Surveyor of Record: Andrew M. Nicholas, P.E., P.L.S.

©Copyright

REVISIONS	BY	DATE	REVISIONS	BY	DATE

Science and Engineering in the Tradition of the Challenger Expedition <b>Challenger Enterprises Inc.</b> 1944: P.O. Box 205, Safety Harbor, Florida 34695-0205 OFFICE: 9800 Mossberg Drive, New Port Richey, Florida 34652 Phone & Fax (727) 238-3642	CLIENT City of Marathon, Florida 800 35th Street, Ocean Marathon, Florida 33050	PROJECT NAME Boat Key Harbor Mooring Fields City of Marathon, Florida	PLANT Cover Sheet	DATE 7/23/2007 FILE NAME Cover Sheet -- 041.dwg PROJECT NO. SHEET 1 of 8
---	--	---	----------------------	--

Doc# 1732035  
 Bk# 2401 P# 1286





SECTIONS 9,10,15,16 TOWNSHIP 66 SOUTH RANGE 32 EAST

LEGAL DESCRIPTION - Mooring Field 2

Proposed Submerged Lands Lease Area #2 (Mooring Field No. 2) -- lying in Sections 9, 10, 15 & 16 Township 66 South, Range 32 East, Boot Key Harbor, City of Marathon, Monroe County, Florida

Commence at National Geodetic Survey Monument R 273, N 136,346.87, E 620,050.88, Thence run S 87°53'38" E, 5858.37 feet more or less to the North East Corner of the Proposed Mooring Field #2 N 136,131.57, E 625,905.29 for a Point of Beginning (P.O.B.#2). Thence run S 15°13'53" E, 376.75 feet to a point, N135768.05, E 626004.27, on the Northerly Boundary Line of Sombrero Properties, Parcel 14, as recorded in Plat Book 5 Page 100-101, of the Public records of Monroe County, Florida, subsequently conveyed to Monroe County by quitclaim Deed #212546, O.R. 488, Page 1094 of the Public Records of Monroe County, Florida thence run along said Northerly Boundary of Parcel 14 S 67°04'46" W, 638.74 feet to the North West Corner of said Parcel 14, N 135,519.29, E 625,415.96; thence run S10°10'12"E, 670.00 feet to a Corner of said Parcel 14, N 134,859.82, E 625,534.26; thence run S49°49'45"W, 180.00 feet to a corner on the Southwesterly Boundary of said Parcel 14, N 134,743.71, E 625,396.72; thence run S 60°55'10" E, 128.49 Feet to a point N 134,681.26, E 625,509.01, Thence run S 51°40'28" W, 252.35 feet to the Southerly Corner of said Proposed Lease Area #2, N 134,524.77, E 625,311.04; thence run N67°45'00"W, 1560.41 feet, to a point, N135,115.62, E 623,866.82; thence run S 82°59'47"W 1010.63 feet to the South West Corner of said Proposed Lease Area #2, N 134,992.39, E 622,863.73; thence run N04°04'09"W, 135.00 feet to the North West Corner of said Proposed Lease Area #2, N135,127.05, E 622,854.15; thence run N71°46'37"E, 3212.60 feet to to the POB#2, said POB lying S 20°09'55" E, 350.02 feet from the South West Corner of the City of Marathon Marina Property.

Doc# 1732035  
Bk# 2401 Pg# 1289

Containing 1,936,377.25 Square feet or 44.4531 Acres.


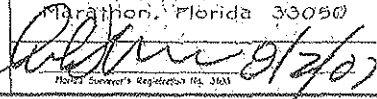
(See Sheet 5 Of 8 for sketch)

I hereby certify that the legal description represented hereon meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, Pursuant to Section 472.027, Florida Statutes. Not valid unless signed and embossed with seal.

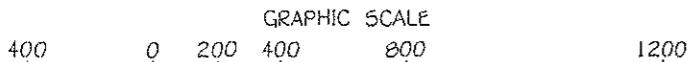
Surveyor of Record: Andrew M. Nicholson, P.E. P.L.S.

©Copyright

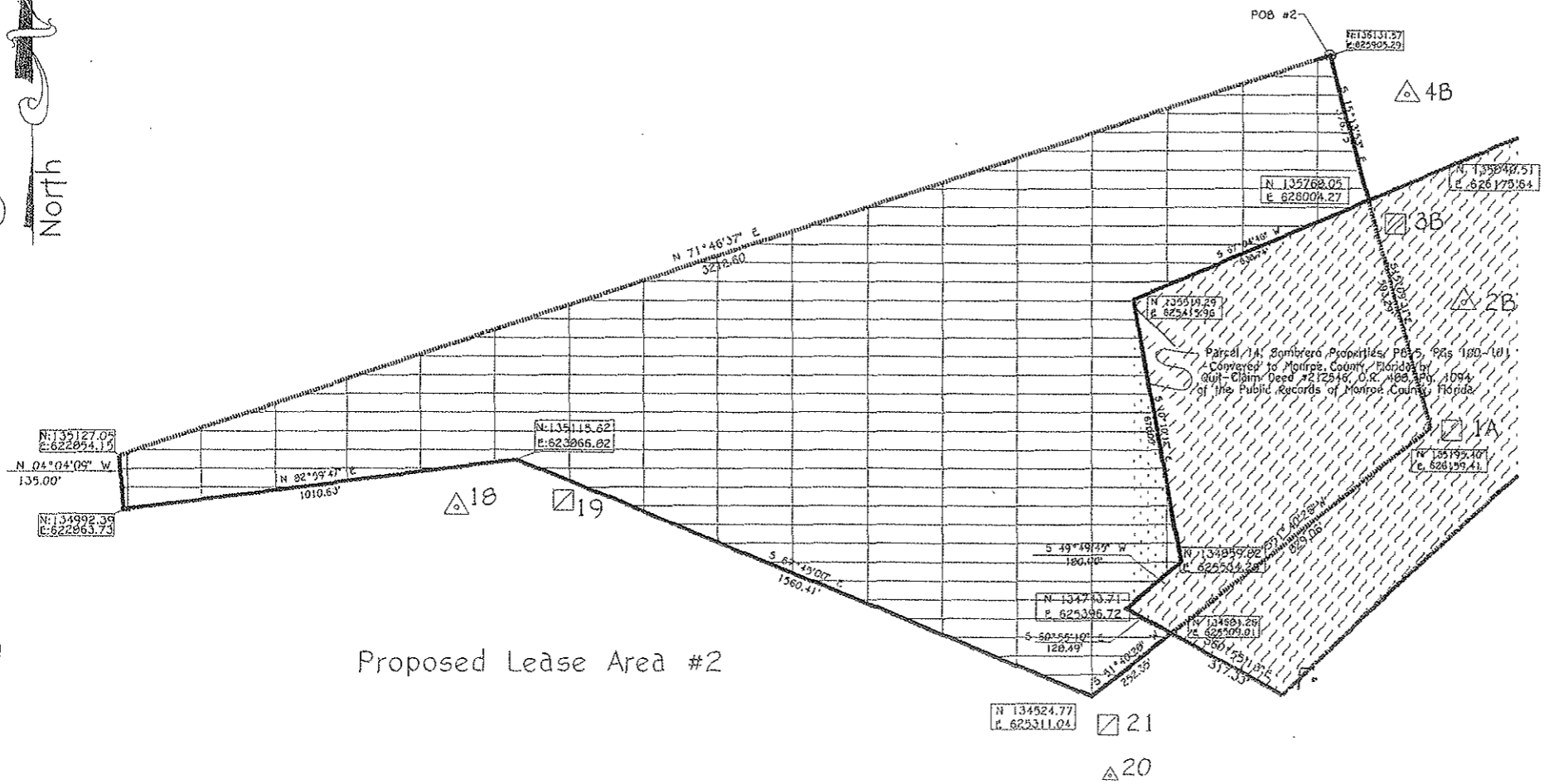
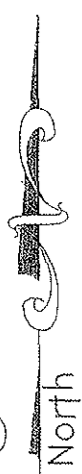
REVISIONS	BY	DATE	SYMBOL	DESCRIPTION	DATE	BY	DATE

License and Engineering in the State of Florida LB 5204  Andrew M. Nicholson, P.E. P.L.S. Phone & Fax (727) 236-3646	CLIENT City of Marathon, Florida 800 35th Street, Ocean Marathon, Florida 33050  Florida Surveyor's Registration No. 3303	PROJECT NAME Boot Key Harbor Mooring Fields City of Marathon, Florida	PLAN Mooring Field No. 2 Lease Area Legal Description	DATE 7/23/2007 FILE NAME Mooring Field 2 Legal -- 0723.07 PROJECT NO. SHEET 4 of 8
---	--	---	--	--

SECTIONS 9,10,15,16 TOWNSHIP 66 SOUTH RANGE 32 EAST



( IN FEET )  
1 inch = 400 ft.



Proposed Lease Area #2

I hereby certify that the legal description represented hereon meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, Pursuant to Section 472.027, Florida Statutes. Not valid unless signed and embossed with seal.

Surveyor of Record: Andrew M. Nicholson, P.E., P.L.S.

© Copyright

REVISIONS	BY	DATE	SURVEY BY	FIG.	CLIENT	PROJECT NAME	PLAN	DATE									
					City of Marathon, Florida 800 35th Street, Ocean Marathon, Florida 33050	Boat Key Harbor Mooring Fields City of Marathon, Florida	Mooring Field No. 2 Lease Area Sketch	7/23/2007									
					Science and Engineering in the traditions of the Challenger Expedition LD 5204  Challenger Enterprises Inc. MAIL: P O Box 255, Safety Harbor, Florida 34695-0255 OFFICE: 3600 Hassberg Drive New Port Spicay, Florida 34695 Phone & Fax (727) 236-3542												

Doc# 1732035  
Bk# 2401 Pg# 1290

SECTIONS 9,10,15,16 TOWNSHIP 66 SOUTH RANGE 32 EAST

LEGAL DESCRIPTION - Anchorage, Field 3

Proposed Submerged Lands Lease Area #3 (Anchorage Area) -- lying in Section 16 Township 66 South, Range 32 East, Boot Key Harbor, City of Marathon, Monroe County, Florida

Commence at National Geodetic Survey Monument R 273, N 136346.87, E 620050.88, Thence run S 69°02'13" E, 3917.95 feet to the North East Corner of Proposed Submerged Lands Lease Area #3 N 134945.16, E 623709.50, for a Point of Beginning. Thence run S 67°49'47" E, 431.82 feet to N 134782.21, E 624109.39; thence S 79° 03'30"W, 2682.70 feet, to N 134273.01, E 621475.46; thence N 01°05'35"W, 396.85 feet, to N 134669.79, E621467.89; thence N 82°59'48"E, 2258.46 feet to the Point of Beginning.

Containing 762,166.72 Square feet or 17.4969 Acres.

(See Sheet 7 Of 8 for sketch)


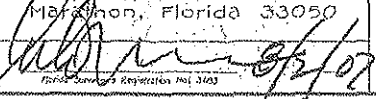
Doc# 1732035  
Bk# 2401 P# 1291

I hereby certify that the legal description represented hereon meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, Pursuant to Section 472.027, Florida Statutes. Not valid unless signed and embossed with seal.

Surveyor of Record: Andrew M. Nicholson, P.E. P.L.S.

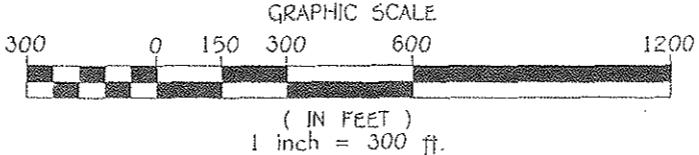
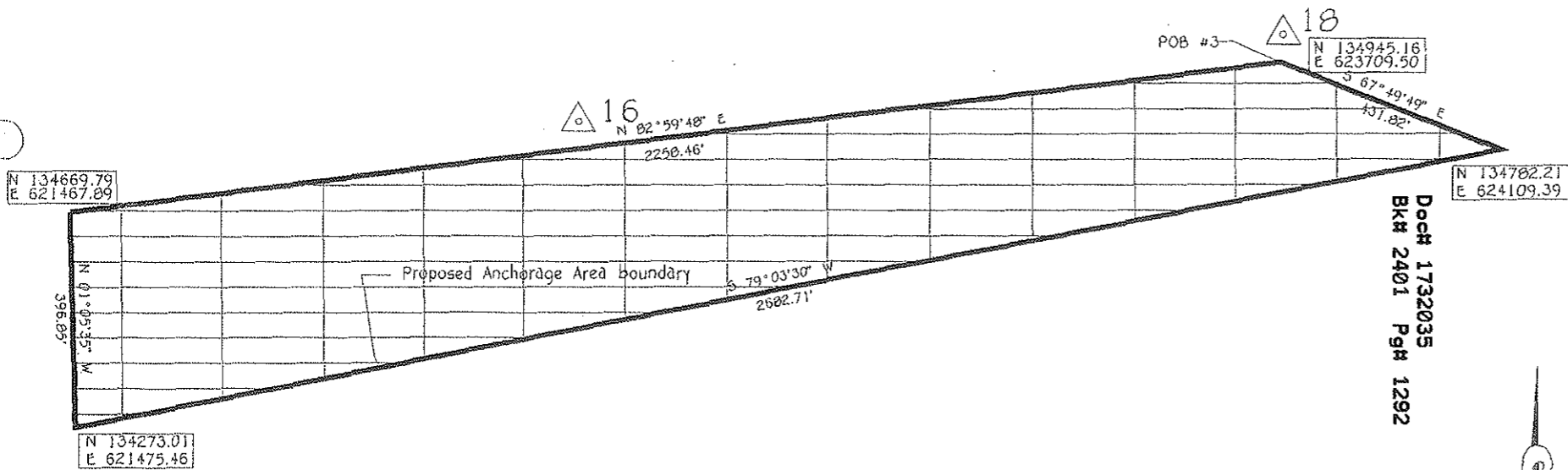
© Copyright

REVISIONS	BY	DATE	QUANTITY	PER	DATE

License and Engineering in the Territory of the Challenger Division LB 5284  Challenger Enterprises Inc. MAIL: P O Box 205, Starkey Harbor, Florida 34095-0205 OFFICE: 3600 Mossburg Drive, New Port Richey, Florida 34655 Phone & Fax (727) 236-3542 Florida Surveyors Registration No. 3103	CLIENT City of Marathon, Florida 200 35th Street, Ocean Marathon, Florida 33050 	PROJECT NAME Boot Key Harbor Mooring Fields City of Marathon, Florida	PLAN Anchorage, Field No. 3 Lease Area Legal Description	DATE 7/23/2007 FILE NAME AnchorArea Field 3 Legal -- 07/23/07 PROJECT NO. SHEET 6 of 8
---	--	---	---	--



SECTION 16, TOWNSHIP 66 SOUTH, RANGE 32 EAST


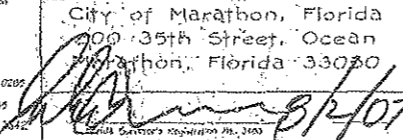


I hereby certify that the legal description represented hereon meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, Pursuant to Section 472.027, Florida Statutes. Not valid unless signed and embossed with seal.

Surveyor of Record: Andrew M. Nicholson, P.E., P.L.S.

© Copyright

REVISIONS	BY	DATE	REVISIONS	BY	DATE

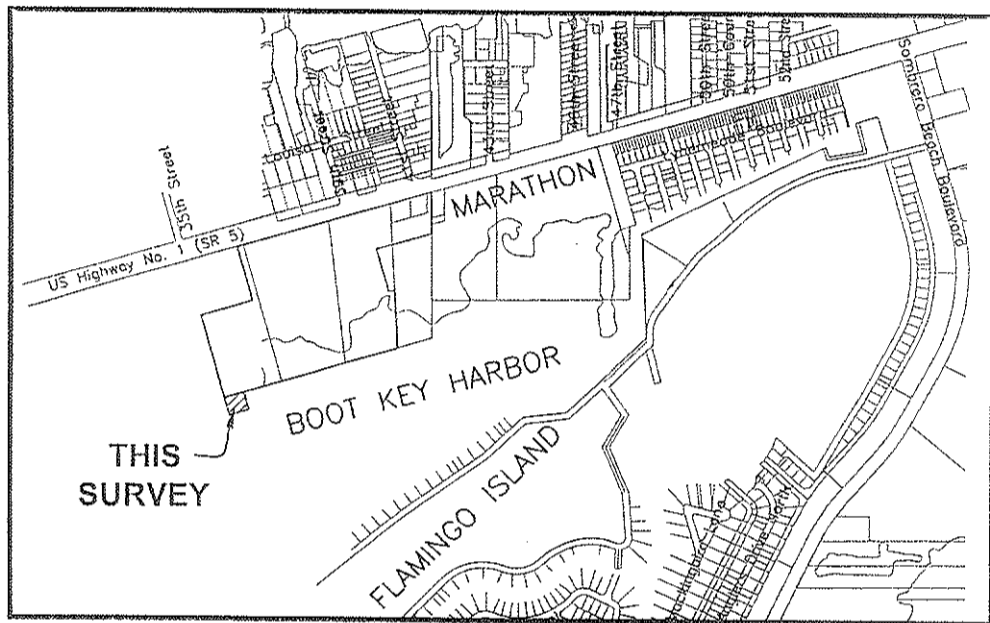
Science and Engineering in the traditions of the Challenger tradition <b>LD 9204</b>  Challenger Enterprises Inc. MAIL: P O Box 2055 Safety Harbor, Florida 34695-0205 OFFICE: 2500 Holsinger Drive New Port Sperry, Florida 34625 Phone & Fax (727) 236-2542	CLIENT City of Marathon, Florida 200 35th Street, Ocean Marathon, Florida 33020  8/4/07	PROJECT NAME Boot Key Harbor Mooring Fields City of Marathon, Florida	PLAN Anchorage, Field No. 3 Lease Area Sketch	DATE 7/23/2007 FILE NAME Anchorage Field 3 Sketch -- 2007.dwg PLOTSET NO. SHEET 7 of 8
--	--	---	--	--







## SPECIFIC PURPOSE SURVEY SUBMERGED LAND LEASE



**LOCATION MAP**

NOT TO SCALE

Doc# 1732035  
Bk# 2401 Pg# 1295

### LAND DESCRIPTION (PREEMPTED AREA):

A PARCEL OF SUBMERGED LAND LOCATED WATER WARD OF A PORTION OF THAT UPLAND PARCEL KNOWN AS GOVERNMENT LOT 3 IN SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST, CITY OF MARATHON, MONROE COUNTY, FLORIDA, SAME BEING A PORTION OF BOOT KEY HARBOR, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF CIANCHETTE COMMERCIAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGE 56, OF MONROE COUNTY PUBLIC RECORDS; THENCE SOUTH 74°20'00" WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 1,507.85 FEET; THENCE CONTINUE SOUTH 74°20'00" WEST, 50.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 15°40'00" EAST, 430.00 FEET; THENCE SOUTH 74°20'00" WEST, 417.93 FEET; THENCE SOUTH 15°40'00" EAST, 658.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 15°40'00" EAST, 186.48 FEET; THENCE NORTH 74°20'00" EAST, 117.71 FEET; THENCE NORTH 15°40'00" WEST, 186.48 FEET; THENCE SOUTH 74°20'00" WEST, 177.71 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATED IN THE CITY OF MARATHON, MONROE COUNTY, FLORIDA, CONTAINING 21,951 SQUARE FEET, 0.5039 ACRES, MORE OR LESS.

REVISED: 08-14-08



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
560 Village Boulevard, Suite 340  
West Palm Beach, Florida 33409  
Phone: 561.684.6161 Fax 561.684.6360  
Certificate of Authorization 6791

### SPECIFIC PURPOSE SURVEY

A PORTION OF SECTION 10,  
TOWNSHIP 66 SOUTH, RANGE 32 EAST  
CITY OF MARATHON, MONROE COUNTY, FLORIDA

SCALE	PROJECT No	SHEET	
N.T.S.	08-1749	1/4	
DATE	CAD FILE		
04-21-08	SEE LEFT		

Z:\2008\081749 City of Marathon Submerged Land Lease\Survey\SKETCH\081749-V-S-SUB\_LANDLEASE.dwg 8/14/2008 11:49:54 AM EDT

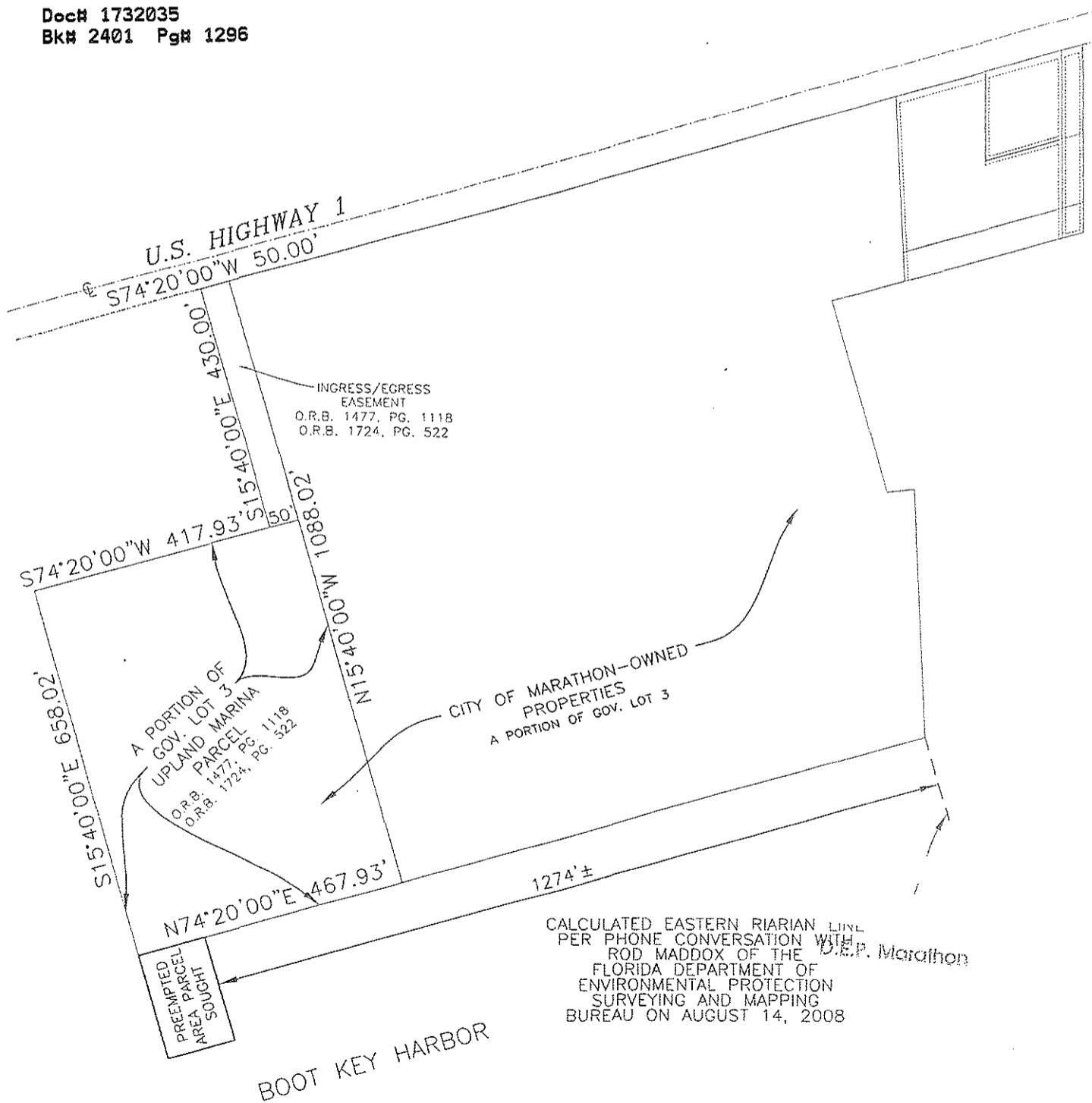
**SPECIFIC PURPOSE SURVEY  
FOR SUBMERGED LAND  
LEASE AGREEMENT  
OVERVIEW OF ADJACENT  
UPLAND BOUNDARY**



NOT TO SCALE

Doc# 1732035  
Bk# 2401 Pg# 1296

Z:\2008\081749 City of Marathon Submerged Land Lease\Survey\SKETCH\081749-V-S-SUB LANDLEASE.dwg 8/14/2008 11:49:54 AM EDT



CALCULATED EASTERN RIARIAN LINE  
PER PHONE CONVERSATION WITH  
ROD MADDOX OF THE D.E.P. Marathon  
FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION  
SURVEYING AND MAPPING  
BUREAU ON AUGUST 14, 2008

REVISED: 08-14-08



**Calin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
560 Village Boulevard, Suite 340  
West Palm Beach, Florida 33409  
Phone: 561.684.6161 Fax 561.684.6360  
Certificate of Authorization 6791

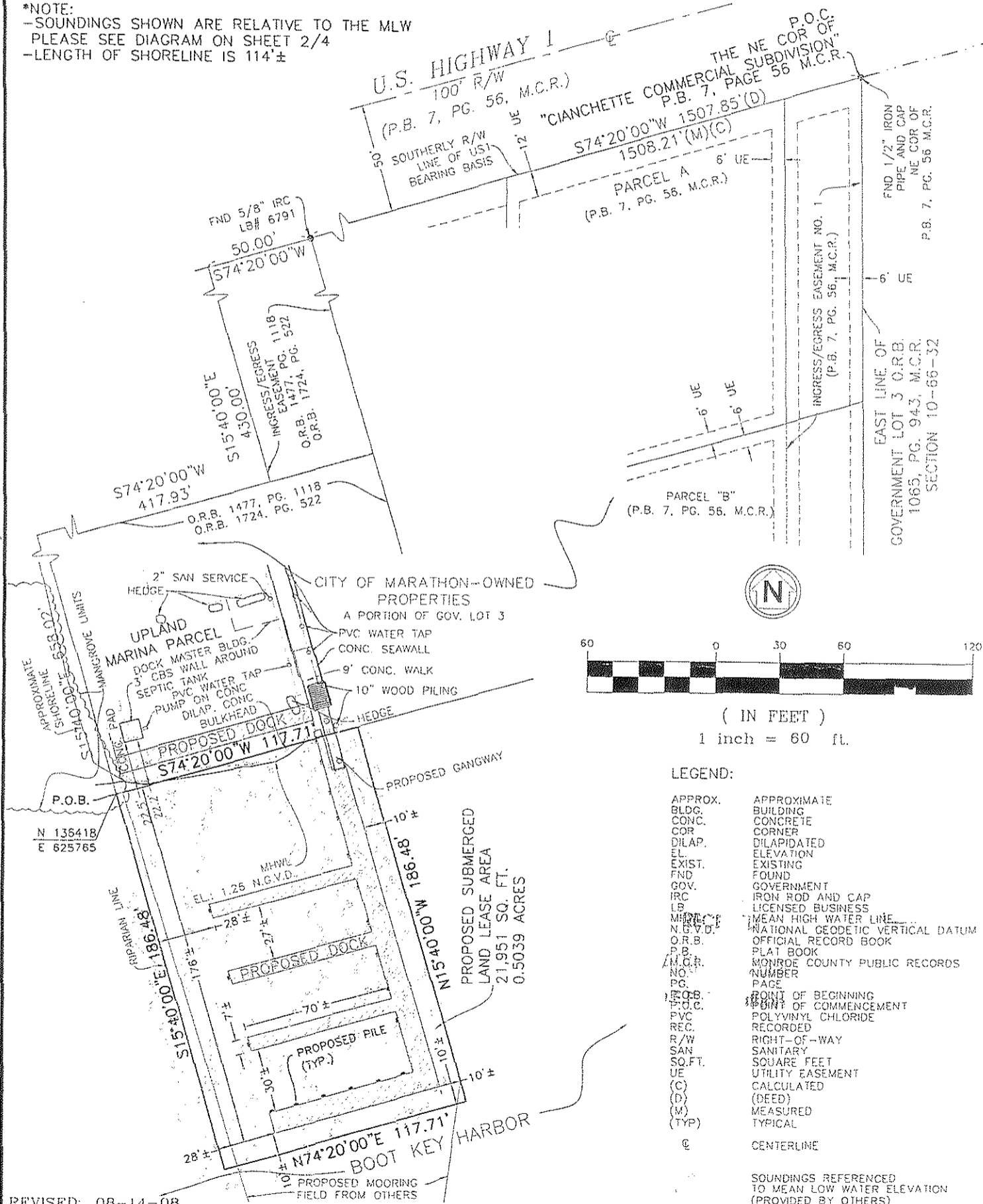
**SPECIFIC PURPOSE SURVEY**

A PORTION OF SECTION 10,  
TOWNSHIP 66 SOUTH, RANGE 32 EAST  
CITY OF MARATHON, MONROE COUNTY, FLORIDA

SCALE	PROJECT No.	SHEET
N.T.S.	08-1749	3/4
DATE	CAD FILE	
04-21-08	SEE LEFT	OF

Z:\2008\081749 City of Marathon Submerged Land Lease\Survey\SKETCH\081749-V-3-SUB LANDLEASE.dwg 8/14/2008 11:49:54 AM EDT

\*NOTE:  
 - SOUNDINGS SHOWN ARE RELATIVE TO THE MLW  
 PLEASE SEE DIAGRAM ON SHEET 2/4  
 - LENGTH OF SHORELINE IS 114'±



LEGEND:

- |               |                                  |
|---------------|----------------------------------|
| APPROX. BLDG. | APPROXIMATE BUILDING             |
| CONC.         | CONCRETE                         |
| COR           | CORNER                           |
| DILAP.        | DILAPIDATED                      |
| EL.           | ELEVATION                        |
| EXIST.        | EXISTING                         |
| FND           | FOUND                            |
| GOV.          | GOVERNMENT                       |
| IRC           | IRON ROD AND CAP                 |
| LB            | LICENSED BUSINESS                |
| MLW           | MEAN HIGH WATER LINE             |
| N.G.V.D.      | NATIONAL GEODETIC VERTICAL DATUM |
| O.R.B.        | OFFICIAL RECORD BOOK             |
| P.B.          | PLAT BOOK                        |
| M.C.R.        | MONROE COUNTY PUBLIC RECORDS     |
| NO.           | NUMBER                           |
| PG.           | PAGE                             |
| P.O.B.        | POINT OF BEGINNING               |
| P.O.C.        | POINT OF COMMENCEMENT            |
| PVC           | POLYVINYL CHLORIDE               |
| REC.          | RECORDED                         |
| R/W           | RIGHT-OF-WAY                     |
| SAN           | SANITARY                         |
| SQ.FT.        | SQUARE FEET                      |
| UE            | UTILITY EASEMENT                 |
| (C)           | CALCULATED                       |
| (D)           | (DEED)                           |
| (M)           | MEASURED                         |
| (TYP)         | TYPICAL                          |
| ⊕             | CENTERLINE                       |

SOUNDINGS REFERENCED TO MEAN LOW WATER ELEVATION (PROVIDED BY OTHERS)

REVISED: 08-14-08



**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 580 Village Boulevard, Suite 340  
 West Palm Beach, Florida 33409  
 Phone: 561.684.6161 Fax 561.684.5350  
 Certificate of Authorization 6791

**SPECIFIC PURPOSE SURVEY**  
 A PORTION OF SECTION 10,  
 TOWNSHIP 66 SOUTH, RANGE 32 EAST  
 CITY OF MARATHON, MONROE COUNTY, FLORIDA

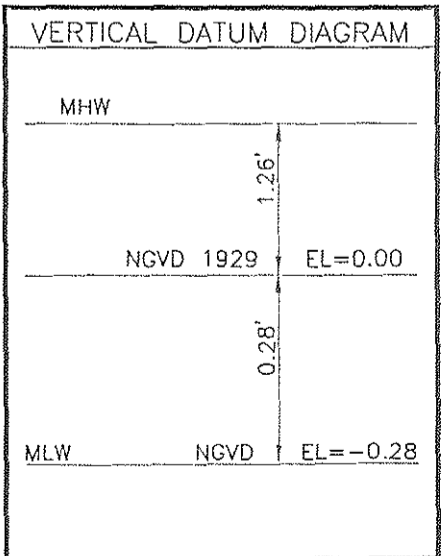
SCALE: 1"=60'  
 PROJECT No: 08-1749  
 SHEET: 4/4  
 DATE: 04-21-08  
 CAD FILE:  
 SEE LEFT OF

**SURVEYOR'S NOTES:**

1. NOT VALID UNLESS SIGNED AND EMBOSSED WITH A SURVEYOR'S SEAL. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE EXPRESS WRITTEN CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.
2. SOME SYMBOLS SHOWN HEREON HAVE BEEN ALTERED IN SIZE FOR THE BENEFIT OF VISUAL DEPICTION.
3. THIS SURVEY, AS SHOWN HEREON, HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT AND USE OF THE CLIENT NAMED HEREON, AND IS NOT INTENDED FOR ANY REUSE WITHOUT THE WRITTEN CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
5. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE UNDERGROUND UTILITIES, FOOTINGS AND/OR FOUNDATIONS.
6. FIELD SURVEY LAST CONDUCTED ON 05-05-08.
7. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
8. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED DATUM. REFERENCE BEARING OF S74°20'00"W ALONG THE SOUTH LINE OF U.S. HIGHWAY NO. 1 AS SHOWN ON THE PLAT OF CIANCHETTE COMMERCIAL SUBDIVISION, RECORDED IN PLAT BOOK 7, PAGE 56 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.
9. STATE PLANE COORDINATES SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND ARE DERIVED FROM GPS RTK LOCATIONS AND THE ACCURACY IS ±1 METER.
10. THE PROPOSED MOORING FIELD, GANGWAY, PIER, AND MARGINAL DOCK, ALONG WITH SOUNDING ELEVATIONS IN REFERENCE TO MLW, AS SHOWN HEREON, WERE PROVIDED BY THE WEILER ENGINEERING CORPORATION, JOB NO.: 04100.006, DATED ISSUED: 03-07-05.
11. THE LINEAR FOOTAGE OF THE UPLAND PARCEL THAT BORDER STATE OWNED SUBMERGED LANDS IS 114 LINEAR FEET.
12. THE MEAN HIGH WATER (MHW) LINE, EL.=1.26' N.G.V.D 1929, AS PUBLISHED BY DEPARTMENT OF ENVIRONMENTAL PROTECTION (D.E.P.) POINT IDENTIFICATION NUMBER 34, FALLS AT FACE OF THE BULKHEAD.
13. MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
14. ELEVATIONS SHOWN HEREON, ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29). REFERENCED BENCHMARK IS N.G.S. STAMPED H-397, ELEVATION= 6.17 FT.
15. THE SURVEY DEPICTED HEREON IS A SPECIFIC PURPOSE SURVEY AS DEFINED IN SECTION 61G17-6.002(10)(j) AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027 FLORIDA STATUTES.
16. THERE ARE NO DEFINED BOAT SLIPS AND DOCKING OF DINGHYS WILL BE DONE IN VARIOUS CONFIGURATIONS.
17. THE CITY OF MARATHON OWNS APPROXIAMTELY 3,070 LINEAR FEET OF SHORELINE.

Z:\2008\081749 City of Marathon Submerged Land Lease\Survey\SKETCH\081749-V-3-SUB LANDLEASE.dwg 8/14/2008 11:49:54 AM EDT

**Doc# 1732035  
Bk# 2401 Pg# 1298**




CERTIFIED TO:  
BOARD OF TRUSTEES (TIIF)  
  
CALVIN, GIORDANO & ASSOCIATES, INC.

DATE SIGNED: August 14, 2008

SIGNED: *Kevin M. Beck*  
KEVIN M. BECK  
PROFESSIONAL SURVEYOR AND MAPPER NO. 6168  
STATE OF FLORIDA

REVISED: 08-14-08



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
560 Village Boulevard, Suite 340  
West Palm Beach, Florida 33409  
Phone: 561.684.6161 Fax 561.684.6380  
Certificate of Authorization 6791

**SPECIFIC PURPOSE SURVEY**  
A PORTION OF SECTION 10,  
TOWNSHIP 66 SOUTH, RANGE 32 EAST  
CITY OF MARATHON, MONROE COUNTY, FLORIDA

SCALE	PROJECT No	SHEET
N.T.S.	08-1749	2/4
DATE	CAD FILE	
04-21-08	SEE LEFT	OF

MONROE COUNTY  
OFFICIAL RECORDS

**QUITCLAIM DEED**  
**BOOT KEY MARINA**

FILE # 1 2 5 6 2 4 9  
BK# 1 7 2 4 PG# 5 2 2

THIS DEED, made this 15th day of August, 2001, by the Board of County Commissioners of Monroe County, a political subdivision of the State of Florida and party of the first part, to the City of Marathon, a municipality incorporated in the State of Florida and party of the second part, whose address is P.O. Box 500430, Marathon, Florida 33050.

WITNESSETH that the said party of the first part, for and in consideration of the assumption of jurisdiction and responsibility over the property conveyed herein and assumption of all County obligations under an agreement, dated November 12, 1998, between Monroe County and the Marathon Economic Development Council does hereby remise, release and quitclaim unto the said party of the second part forever, all the right, title, interest, claim and demand which the said party has in and to the following described real property lying and being in Monroe County, Florida, to wit:

See attached Exhibit "A" attached hereto

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise pertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be signed in its name by its Board of County Commissioners acting as the Mayor of said Board, this 15th day of August, 2001.



Doc# 1732035  
BK# 2401 Pg# 1299

ATTEST: DANNY L. KOLHAGE, Clerk  
By: *Garnel Hancock*  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA  
By: *George R. Hays*  
Mayor/Chairman

This instrument prepared by:  
Suzanne A. Hutton  
Assistant County Attorney  
PO Box 1026  
Key West, Florida 33041-1026

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY: *Suzanne A. Hutton*  
SUZANNE A. HUTTON  
DATE 7/31/01

RCD Sep 11 2001 09:07AM  
DANNY L. KOLHAGE, CLERK

FILE #1256249  
BK#1724 PG#523

EXHIBIT A  
BOOT KEY MARINA  
(FLORIDA KEYS MARINA - MARATHON)

Doc# 1732035  
Bk# 2401 Pg# 1300

A tract of land and submerged lands, being a part of Government Lot 3, Section 10, Township 66 South Range 32 East, Marathon, Key Vaca, Monroe County, Florida, lying Southerly of and adjacent to U.S. Highway No. 1 and being more particularly described as follows:

COMMENCING at the intersection of the East line of Government Lot 3, Section 10, Township 66 south Range 32 East and the Southerly Right-of-Way line of U.S. Highway No. 1; thence South 74 degrees 20 minutes 00 seconds West along the said Southerly Right-of-Way Line of U.S. Highway No. 1 for 1507.85 feet to the POINT OF BEGINNING of the tract of land and submerged lands hereinafter described; thence continue South 74 degrees 20 minutes 00 seconds West along the said Southerly Right-of-Way line of U.S. Highway No. 1 for 50.00 feet; thence South 15 degrees 40 minutes 00 seconds East for 430.00 feet; thence South 74 degrees 20 minutes 00 seconds West for 417.93 feet; thence South 15 degrees 40 minutes 00 seconds East for 658.02 feet; thence North 74 degrees 20 minutes 00 seconds East for 467.93 feet; thence North 15 degrees 40 minutes 00 seconds West for 1088.02 feet to the said Southerly Right-of-Way line of U.S. Highway No. 1 and the POINT OF BEGINNING. Containing 7.56 acres, more or less.

TOGETHER with a perpetual, non-exclusive easement for ingress and egress over and across the following described property which is 50.00 feet wide and 430.00 feet long, and which easement shall be appurtenant to the fee conveyed by this instrument:

COMMENCING at the intersection of the East Line of Government Lot 3, Section 10, Township 66 South, Range 32 East and the Southerly Right-of-Way Line of U.S. Highway No. 1; thence South 74 degrees 20 minutes 00 seconds West along the said Southerly Right-of-Way Line of U.S. Highway No. 1 for 1507.85 feet to the POINT OF BEGINNING of the EASEMENT herein described; thence south 74 degrees 20 minutes 00 seconds West for 50.00 feet; thence South 15 degrees 40 minutes 00 seconds East for 430.00 feet; thence North 74 degrees 20 minutes 00 seconds East for 50.00 feet; thence North 15 degrees 40 minutes 00 seconds West for 430.00 feet to the said Southerly Right-of-Way Line of U.S. Highway No. 1 and the POINT OF BEGINNING.

RE# 00103340

MONROE COUNTY  
OFFICIAL RECORDS





**FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

MARJORY STONEMAN DOUGLAS BUILDING  
3900 COMMONWEALTH BOULEVARD  
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT  
GOVERNOR  
HERSCHEL T. VINYARD JR.  
SECRETARY

September 10, 2013

City of Marathon, Florida  
Attn: Roger Hernstadt  
9805 Overseas Highway  
Marathon, Florida 33050

RE: BOT File No.: 440222445  
Lessee: City of Marathon, Florida

Dear Mr. Hernstadt:

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

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

Please execute and return the enclosed instrument/documents and any additional information requested within 30 days after receipt of this letter. Upon receipt and acceptance of the lease instrument and payment, we will transmit the lease instrument for final departmental execution. A fully executed instrument will be provided to you.

Also enclosed is Invoice No. 74006 for \$ 606.00, the non-taxable instrument processing fee due on this account. The check should be made payable to the Department of Environmental Protection and mailed to Mail Station 125, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. Please include BOT. File No. 440222445 on the check to ensure proper deposit. Payment can also be made online at [www.fdepportal.com/go/pay-invoices/](http://www.fdepportal.com/go/pay-invoices/). Payment is due within 30 days after receipt of this letter. The fully executed lease instrument will be held for departmental execution until all fees are paid.

Your cooperation and assistance are appreciated. If you have any questions regarding this matter, please feel free to contact me at the letterhead address above (Mail Station No. 125) or at (850) 245-2705.

Sincerely,

Amy Horton  
Government Operations Consultant  
Bureau of Public Land Administration  
Division of State Lands

/ah  
Enclosures (Lease, Invoice, Billing Form)  
By FedEx

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

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

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE  
AND MODIFICATION TO INCREASE SQUARE FOOTAGE, REFLECT  
CURRENT SURVEYS AND ADD SPECIAL LEASE CONDITIONS

BOT FILE NO. 440222445

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

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

A parcel of sovereignty submerged land in Sections 9, 10, 15, and 16, Township 66 South, Range 32 East, in Boat Key Harbor, Monroe County, containing 3,523,638 square feet, more or less, as is more particularly described and shown on Attachment A, dated March 31, 2011, August 2, 2007, and August 14, 2008.

TO HAVE THE USE OF the hereinabove described premises from June 20, 2011, the effective date of this modified lease, through May 31, 2016, the expiration date of this modified lease. The terms and conditions on and for which this modified lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate an existing 228-slip managed municipal mooring field and a 45-slip anchorage area with a floating dock and 4 floating access piers and construct a 22-slip public floating docking facility to be used exclusively for mooring of recreational vessels and transport dinghies in conjunction with an upland city marina, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and with liveaboards as defined in paragraph 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 44-0164121-001, dated September 1, 2006 and Consolidated Environmental Resource Permit No. 44-0164121-007, dated June 10, 2011, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or first 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Environmental Resource Permit. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.) or (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.

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

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

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

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

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, 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 adjacent to the two floating docking facilities only 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 sole 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 adjacent to the two floating docking facilities only, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property adjacent to the two floating docking facilities only 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.

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

9. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

10. 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 Marathon, Florida  
9805 Overseas Highway  
Marathon, Florida 33050

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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

17. 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 renewal shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property adjacent to the two floating docking facilities only more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property adjacent to the two floating docking facilities only and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 9 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS: Subject to the noticing provisions of Paragraph 17 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property appurtenant to the two floating docking facilities only that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property appurtenant to the two floating docking facilities only shall be enforceable in summary proceedings as provided by law.

20. 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.

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

22. 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 agreement.

23. 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.

24. 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.

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

26. 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.

27. SPECIAL LEASE CONDITION(S):

A. Vessels using the docking facility in Mooring Area 1 for temporary or permanent mooring shall be limited to those with a maximum draft of 6 feet as measured from the water's surface to either the bottom of the vessel's propulsion unit fully trimmed down or to the deepest part of the vessel, whichever is deeper.

B. Vessels moored at the docking facility in Mooring Area 1, on either a temporary or permanent basis, shall not exceed 50 feet in length. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.

C. All of slips within lease are shall be made available for rent to the public on a "first-come, first-served" basis. To help ensure compliance with this requirement and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the mooring field and anchorage area and at the landward entrance to the Lessee's marina which are clearly visible to passing boaters and the general public. The signs shall contain language clearly indicating that all of the slips within this mooring field and anchorage area are available for rent by the general public. Any mooring rate sheet publications and advertising for the mooring field and anchorage area shall clearly state that slips are open to the public on a "first-come, first-served" basis.

D. Vessel slips within the mooring field and anchorage are shall not be used for wet storage of vessels.

E. Vessels moored in the mooring field and anchored in the anchorage area shall comply with all aspects of the Boot Key Harbor Management Plan adopted by the Lessee.

F. During the term of this lease and all subsequent renewal terms, the Lessee shall maintain the manatee informational display and manatee awareness signs as required by the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 44-0164121-001, dated September 1, 2006 and Consolidated Environmental Resource Permit No. 44-0164121-007, dated June 10, 2011.

G. The Lessee shall submit annual certified financial records of income and expenses to DEP's Division of State Lands, Bureau of Public Lands Administration, 3900 Commonwealth Blvd, Tallahassee, FL 32399-3000. Those records shall include, but not be limited to, the books, records, contracts and other documents pertaining to the gross income derived from the mooring field and anchorage area, and expenses incurred by Lessee for operation and maintenance of the mooring field and anchorage area. Those annual certified financial records of income and expenses shall include ancillary income and expenses directly related to the mooring field and anchorage area, and net income derived from the mooring field and anchorage area. Gross income is defined as the actual income collected from the use of sovereignty submerged lands, and shall include any ancillary user charges required for and directly attributable to the use of the structures or activities on sovereignty submerged lands. The submitted information shall be certified by a certified public accountant. The Lessor reserves the right to assess the Lessee a lease fee, in accordance with section 18-21.011, F.A.C.

H. The Lessee shall submit all ordinances that pertain to the City of Marathon Boot Key Harbor Municipal Mooring Field and Anchorage, within 30 days of adoption. The Lessee shall ensure that any ordinances that are adopted are not contrary to Consolidated Environmental Resource Permit No. 44-0164121-001 and Consolidated Environmental Resource Permit No. 44-0164121-007 or this mooring field and anchorage area lease (or any subsequent modification/renewal to either the permit or lease).

I. Prior to allowing any vessel to utilize the mooring field and anchorage area, the Lessee shall implement and maintain for the live of the facility the DEP-approved "Boot Key Harbor Management Plan" (or a DEP approved modification of the same) attached to permit No. 44-0164121-001 and incorporated herein into this mooring field and anchorage area lease. Modifications to the referenced Plan may be made upon written agreement by both the lessee and the Lessor. A violation of the above referenced Plan is a direct violation of this lease.

J. The Lessee shall maintain a water quality monitoring program acceptable to the Department of Environmental Protection (DEP). Water quality data will be periodically reviewed by DEP. In the event that water quality violations occur and water quality standards provided by chapter 403, F.S., are not maintained, Lessee will be given written notice to correct within 120 days, or less in the case of severe violations, or demonstrate to Lessor's satisfaction that the violation's were not caused by the docking facility, mooring field, anchorage area or associated activities on the adjacent riparian uplands, including stormwater runoff. If Lessee is the cause of the violations, and Lessee does not correct this problem within the specified time, then the lease may be cancelled by the Lessor and upon cancellation, Lessee may be required to remove the docking facility and other structures within the lease area.

WITNESSES:

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

Original Signature  
(SEAL)

Print/Type Name of Witness  
Administration,

Original Signature

Print/Type Name of Witness

BY:

Cheryl C. McCall, Chief, Bureau of Public Land

Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust Fund of  
the State of Florida

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Cheryl C. McCall, 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. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature] DEP Attorney Date 12/13

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

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

WITNESSES:

City of Marathon, Florida (SEAL)

Hillary Palmer  
Original Signature

BY:

Dick Ramsay  
Original Signature of Executing Authority

Hillary Palmer  
Typed/Printed Name of Witness

Dick Ramsay  
Typed/Printed Name of Executing Authority

[Signature]  
Original Signature

Mayor  
Title of Executing Authority

TIFFANY BUWALDA  
Typed/Printed Name of Witness

"LESSEE"

STATE OF FL

COUNTY OF Monroe

Dick Ramsay The foregoing instrument was acknowledged before me this 22 day of November, 2013, by  
Dick Ramsay as Mayor, for and on behalf of City of Marathon, Florida. He is personally known to me or who has produced  
[Signature], as identification.

My Commission Expires: DIANE CLAVIER  
Notary Public - State of Florida  
My Comm. Expires Jul 29, 2015  
Commission # EE 115992  
Bonded Through National Notary Assn.  
Commission/Serial No. \_\_\_\_\_

Diane Clavier  
Notary Signature

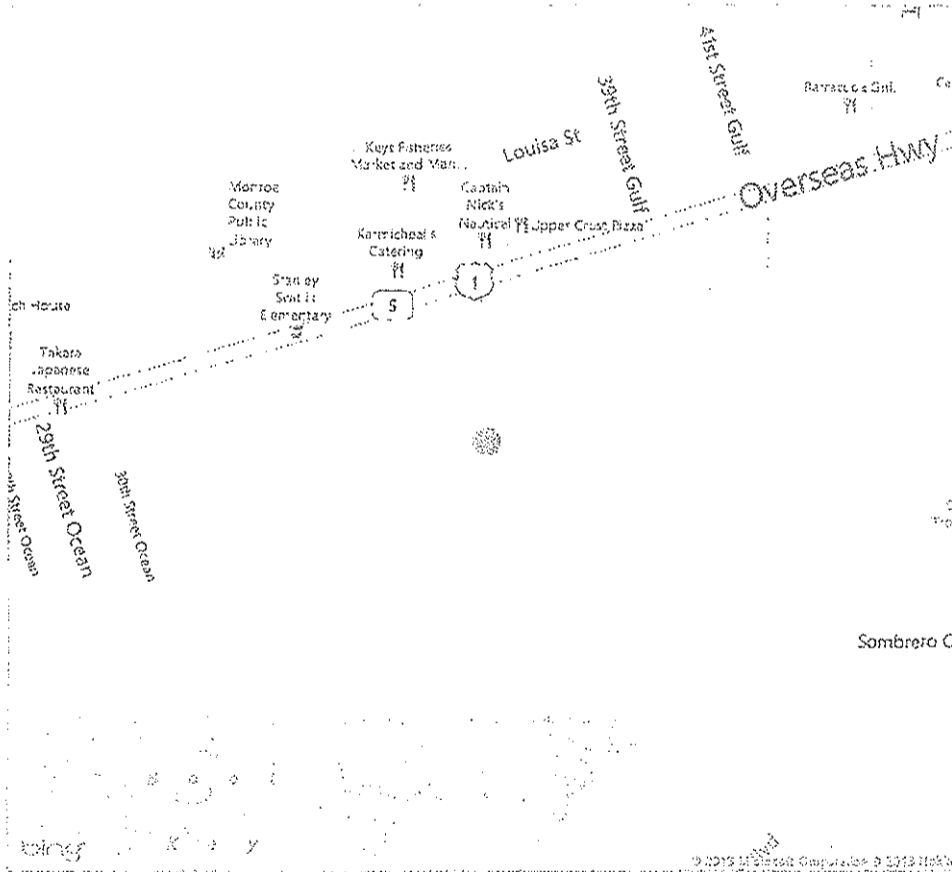
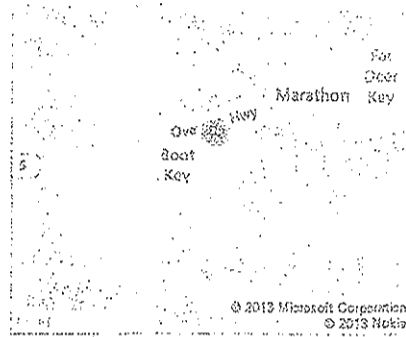
Notary Public, State of FL

Diane Clavier  
Printed, Typed or Stamped Name

bing Maps

800 35th Street Ocean, Marathon, FL 33050

My Notes

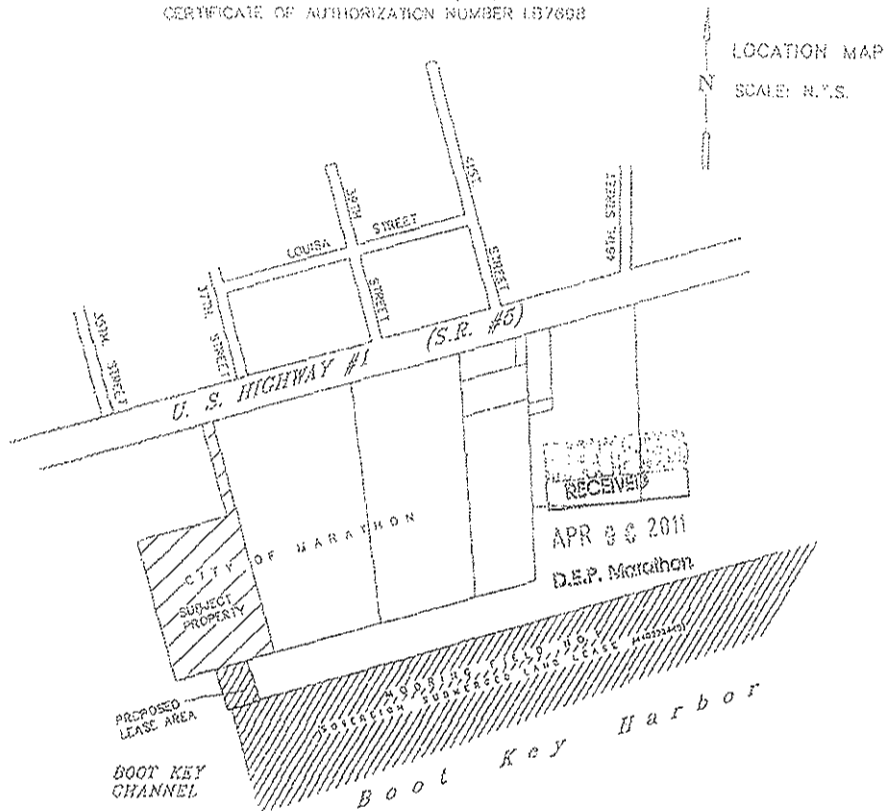




LAWRENCE FRANK LAND SURVEYING, LLC.

SURVEYORS \* LAND PLANNERS  
 83268 OVERSEAS HIGHWAY, SUITE 300, ISLAMORADA, FLORIDA 33036  
 Phone (305) 664-0764 FAX (305) 664-0816  
 CERTIFICATE OF AUTHORIZATION NUMBER 157698

JOB No. K09091  
 SEC 10, TWP. 66 S., RGE. 52 E.  
 MONROE COUNTY, FLORIDA



ABBREVIATION LEGEND:

F.I.R. FOUND IRON ROD, SIZE INDICATED	SEC. SECTION		
S.I.P. SET IRON PIPE, 3/4" L.S. No. 4619	TWP. TOWNSHIP		
F.I.P. FOUND IRON PIPE, SIZE INDICATED	RGE. RANGE		
F.N.D. FOUND NAIL AND DISK	(D) DEED		
S.N.D. SET NAIL AND DISK, L.S. No. 4619	(P) PLAT		
F.C.M. FOUND CONCRETE MONUMENT	(M) MEASURED		
P.R.M. PERMANENT REFERENCE MONUMENT	(C) CALCULATED		
P.C.P. PERMANENT CONTROL POINT	CONC. CONCRETE	SHEET 1	LOCATION MAP
P.I. POINT OF INTERSECTION	COV. COVERED	SHEET 2	1983 NAD COORDINATES/DESCRIPTION
P.C. POINT OF CURVE	MH MANHOLE	SHEET 3	DESCRIPTION OF LEASE AREA
P.O.B. POINT OF BEGINNING	CLF CHAIN LINK FENCE	SHEET 4	PROPOSED DOCK DETAIL
R/W RIGHT-OF-WAY	ELEV. ELEVATION	SHEET 5	SKETCH OF DESCRIPTION
CPF CONC. POWER POLE	WM WATER METER		
PP POWER POLE	O.H. ROOF OVERHANG		
ohw OVERHEAD WIRES	MHW MEAN HIGH WATER		

SHEET INDEX:

CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.  
 THIS IS A FIELD SURVEY  
 CERTIFIED FOR SKETCH AND LEASE AREA DESCRIPTION  
 I HEREBY CERTIFY THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY  
 THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050  
 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*Lawrence P. Frank*  
 LAWRENCE P. FRANK, P.L.S.#4619 DATE: 9/30/09  
 REVISED SEC.TWP.RGE, 02/16/10 REVISED 03/07/11

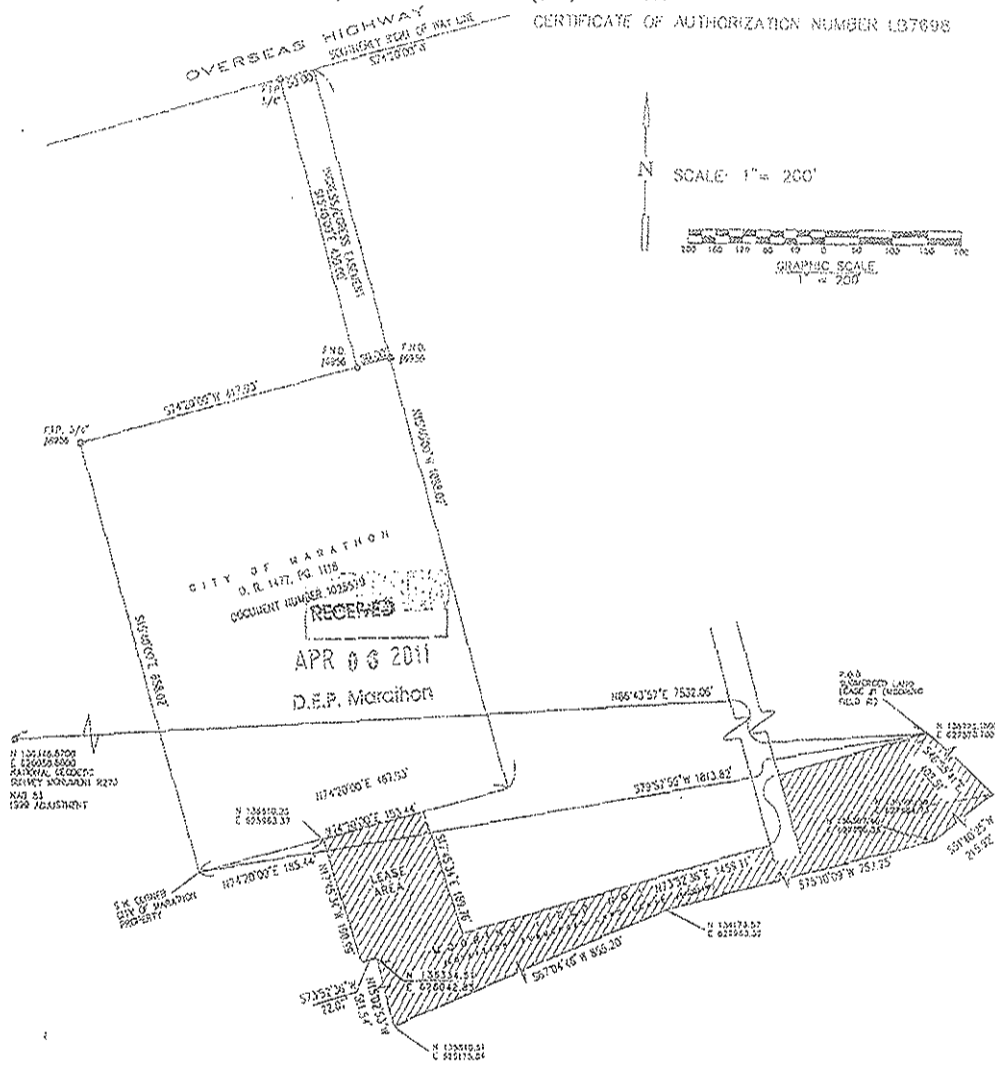
LOCATION MAP  
 SHEET 1 OF 5

LAWRENCE FRANK LAND SURVEYING, L.L.C.

SURVEYORS & LAND PLANNERS  
 85256 OVERSEAS HIGHWAY, SUITE 300, ISLAMORADA, FLORIDA 33036  
 Phone (305) 864-0764 FAX (305) 664-0816

JOB No K08091  
 SEC. 10, TWP. 66 S., RGE. 12 E.  
 MONROE COUNTY, FLORIDA

CERTIFICATE OF AUTHORIZATION NUMBER LB7698



CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.  
 THIS IS A FIELD SURVEY  
 CERTIFIED FOR SKETCH AND LEASE AREA DESCRIPTION  
 I HEREBY CERTIFY THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY  
 THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050  
 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*Lawrence P. Frank*  
 LAWRENCE P. FRANK, P.L.S. #1619 DATE: 9/30/09  
 REVISED SEC.TWP,RGE. 02/16/10 REVISED 03/31/11

SKETCH OF DESCRIPTION  
 1983 NAD COORDINATES  
 SHEET 2 OF 5

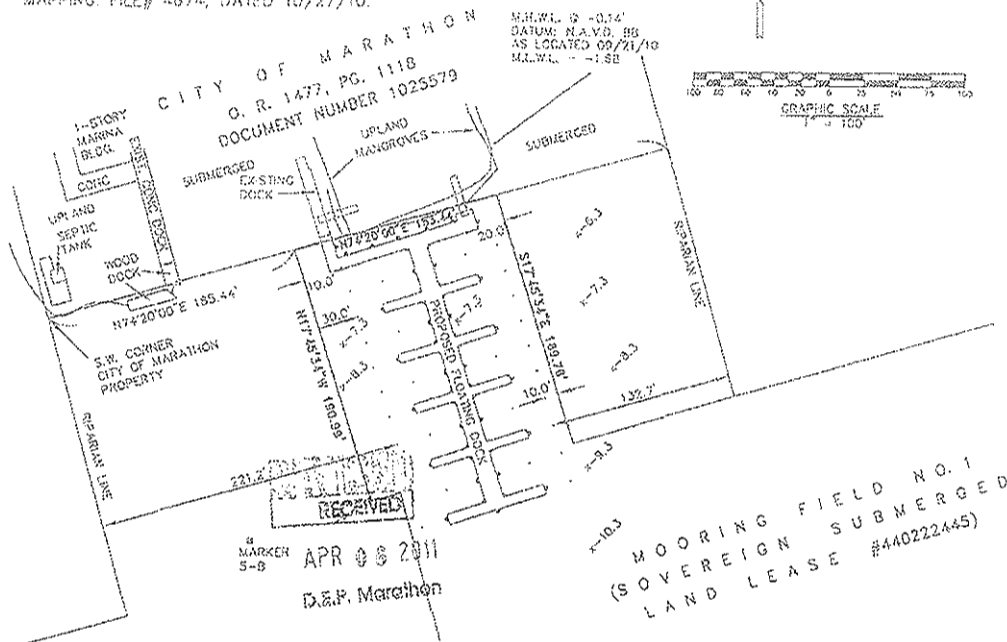
LAWRENCE FRANK LAND SURVEYING, LLC

SURVEYORS • LAND PLANNERS  
 83268 OVERSEAS HIGHWAY, SUITE 300, ISLAMORADA, FLORIDA 33036  
 Phone (305) 864-0764 FAX (305) 864-0816  
 CERTIFICATE OF AUTHORIZATION NUMBER LB7698

JOB No. K09091  
 SEC 10, TWP 86 S., RGE. 32 E.  
 MONROE COUNTY, FLORIDA

M.F.W.L. PROCEDURE APPROVED BY THE  
 FLORIDA DEPARTMENT OF ENVIRONMENTAL  
 PROTECTION-BUREAU OF SURVEYING AND  
 MAPPING. FILE# 4674, DATED 10/27/10.

SCALE: 1" = 100'



DESCRIPTION - PROPOSED SUBMERGED LAND LEASE:

A portion of submerged land lying in Section 10, Township 86 South, Range 32 East, Boot Key Harbor, City of Marathon, Monroe County, Florida, being more particularly described as follows:

Commence at National Geodetic Survey Monument R273, N136,346.87, E620050.88; thence run N86°43'57"E, 7532.06' to the Northeast corner of Submerged Land Lease Area #1 - Mooring Field No. 1, N 136,776.18, E 627,570.70; And the Point of Beginning of the herein described submerged land parcel; thence S46°55'41"E, 402.51'; thence S51°40'25"W, 215.92'; thence S75°10'09"W, 757.25'; thence S67°04'46"W, 855.20'; thence N1°5'02'53"W, 511.54'; thence S73°52'36"W, 22.07'; thence N17°45'34"W, 190.99' to a point on the Southerly line of the City of Marathon Property as described in Official Records Book 1477, Page 1118 of the Public Records of Monroe County, Florida; said point bearing N74°20'00"E, 185.44' from the Southwest Corner of said City of Marathon Property. Thence along said Southerly line, N74°20'00"E, 153.44'; thence S17°45'34"E, 189.75'; thence N73°52'36"E, 1459.11' to the Point of Beginning. Containing 778,759.7 square feet - 17.83 acres, more or less.

CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.  
 THIS IS A FIELD SURVEY  
 CERTIFIED FOR SKETCH AND LEASE AREA DESCRIPTION  
 I HEREBY CERTIFY THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY  
 THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17.050  
 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LAWRENCE P. FRANK, P.L.S.#4619 DATE: 9/30/09 REVISED SEC,TWP,RGE. 02/15/10  
 REVISED 11/10/10 M.H.W.L. REVISED 03/31/11 DESCRIPTION

SKETCH & DESCRIPTION  
 OF LEASE AREA  
 SHEET 3 OF 5

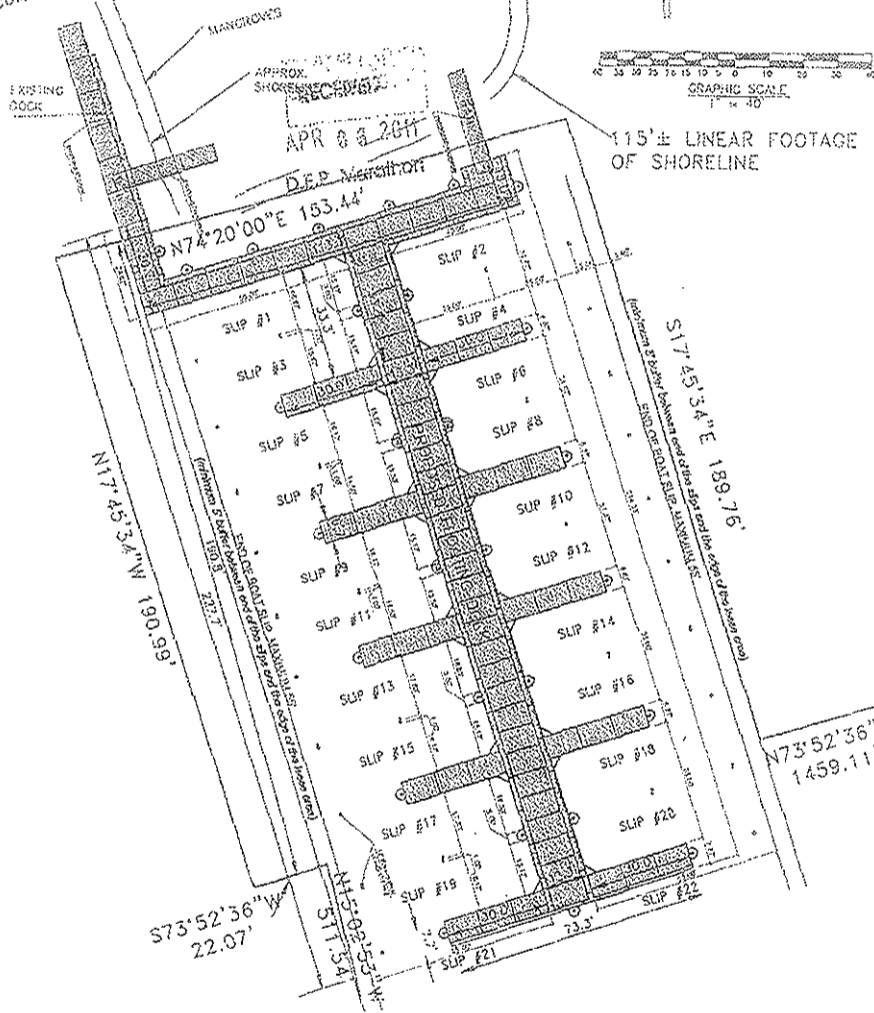
LAWRENCE FRANK LAND SURVEYING, LLC

SURVEYORS • LAND PLANNERS  
83266 OVERSEAS HIGHWAY, SUITE 300, ISLAMORADA, FLORIDA 33036  
Phone (305) 864-0764 FAX (305) 864-0818  
CERTIFICATE OF AUTHORIZATION NUMBER LB7698

JOB No K08091  
SEC. 10, TWP. 06 S., RGE. 32 E  
MONROE COUNTY, FLORIDA

CITY OF MARATHON  
O. R. 1477, PG. 1118  
DOCUMENT NUMBER 1025579

SCALE: 1" = 40'



CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.  
THIS IS A FIELD SURVEY  
CERTIFIED FOR SKETCH AND LEASE AREA DESCRIPTION  
I HEREBY CERTIFY THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY  
THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17.050  
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

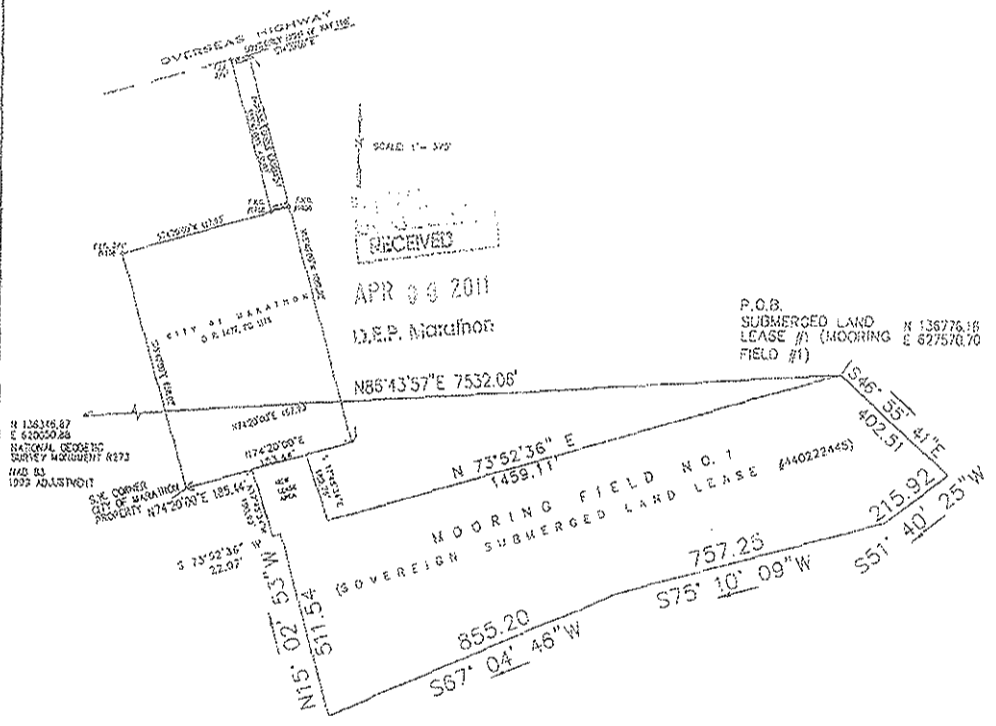
*Lawrence P. Frank*  
LAWRENCE P. FRANK, P.L.S. #4619

DATE: 9/30/09

REVISED SEC. TWP. RGE. 02/16/10  
REVISED 03/07/11

PROCESSED  
SHEET 4 of 5

LAWRENCE FRANK LAND SURVEYING, LLC. JOB No. K09091  
 SURVEYORS • LAND PLANNERS SEC. 10, TWP. 89 S., RGE. 32 E.  
 83266 OVERSEAS HIGHWAY, SUITE 300, ISLAMORADA, FLORIDA 33036 MONROE COUNTY, FLORIDA  
 Phone (305) 864-0764 FAX (305) 864-0816  
 CERTIFICATE OF AUTHORIZATION NUMBER L87898



CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.  
 THIS IS A FIELD SURVEY  
 CERTIFIED FOR SKETCH AND LEASE AREA DESCRIPTION  
 I HEREBY CERTIFY THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY  
 THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050  
 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*Lawrence P. Frank*  
 LAWRENCE P. FRANK, P.L.S. #4619 DATE: 9/30/09 1983 NAD COORDINATES  
 REVISED SEC. TWP. RGE. 02/16/10 REVISED 03/31/11 SHEET 5 OF 5

SECTIONS 9,10,15,16 TOWNSHIP 66 SOUTH RANGE 32 EAST

LEGAL DESCRIPTION - Mooring Field 2

Proposed Submerged Lands Lease Area #2 (Mooring Field No. 2) -- lying in Sections 9, 10, 15 & 16 Township 66 South, Range 32 East, Boat Key Harbor, City of Marathon, Monroe County, Florida

Commence at National Geodetic Survey Monument R 273, N 136,346.87, E 620,050.86. Thence run S 87°53'38" E, 6056.37 feet more or less to the North East Corner of the Proposed Mooring Area #2 N 136,131.57, E 625,905.29 for a Point of Beginning (P.O.B.#2). Thence run S 15°13'53" E, 376.76 feet to a point, N136768.05, E 626004.27, on the Northerly Boundary Line of Sombrero Properties, Parcel 14, as recorded in Plat Book 5 Page 100-101, of the Public records of Monroe County, Florida, subsequently conveyed to Monroe County by quitclaim Deed #212346, O.R. 488, Page 1094 of the Public Records of Monroe County, Florida thence run along said Northerly Boundary of Parcel 14 S 67°04'46" W, 838.74 feet to the North West Corner of said Parcel 14, N 135,519.29, E 625,415.96; thence run S10°10'12"E, 670.00 feet to a Corner of said Parcel 14, N 134,859.82, E 625,534.26; thence run S49°49'45"W, 160.00 feet to a corner on the Southwesterly Boundary of said Parcel 14, N 134,743.71, E 625,396.77; thence run S 60°55'10" E, 128.49 feet to a point, N 134,681.26, E 625,509.01. Thence run S 51°40'28" W, 252.35 feet to the Southerly Corner of said Proposed Lease Area #2, N 134,524.77, E 625,311.04, thence run N67°45'00"W, 1280.41 feet, to a point, N135,115.62, E 623,866.82; thence run S 82°59'47"W 10,063 feet to the South West Corner of said Proposed Lease Area #2, N 134,992.39, E 622,863.73; thence run N04°04'09"W, 133.00 feet to the North West Corner of said Proposed Lease Area #2, N134,117.05, E 622,854.15; thence run N71°46'37"E, 3212.60 feet to the POB#2, said POB lying S 20°09'55" E, 350.02 feet from the South West Corner of the City of Marathon Marina Property

Containing 1,936,377.25 Square feet or 44.4531 Acres.


(See Sheet 5 Of 9 for sketch)

RECEIVED C.E.P.  
 AUG 02 2007  
 SOUTH DISTRICT

I hereby certify that the legal description represented herein meets the minimum requirements for filing in the Public Records of this State, as required by Chapter 689.01, Florida Statutes, and that the same is a true and correct copy of the original as recorded in the Public Records of this State. Not valid unless signed and attested as hereon.

Recorder of Records, Monroe County, Florida, P.O. Box 110

© Copyright

REVIEWED DATE: _____ BY: _____	PREPARED BY DATE: _____ BY: _____	 City of Marathon, Florida 200 Chen Street, Ocean Marathon, Florida 32951	TITLE Boat Key Harbor Mooring Field City of Marathon, Florida	SUBJECT Mooring Field No. 2 Lease Area Legal Description	DRAWN BY DATE: _____ BY: _____
--------------------------------------	---	--	---	---	--------------------------------------



SECTIONS 9,10,15,16 TOWNSHIP 66 SOUTH RANGE 32 EAST

LEGAL DESCRIPTION - Anchorage Field 3

Proposed Submerged Lands Lease Area #3 (Anchorage Area) -- lying in Section 16 Township 66 South, Range 32 East, Boot Key Harbor, City of Marathon, Monroe County, Florida

Commence at National Geodetic Survey Monument R 273, N 136345.87, E 620050.88. Thence run S 69°00'13" E, 5917.45 feet to the North East Corner of Proposed Submerged Lands Lease Area #3 N 134945.16, E 623709.50, for a Point of Beginning. Thence run S 67°49'47" E, 431.82 feet to N 134762.21, E 624109.39; thence S 79°03'30" W, 2682.70 feet, to N 134273.01, E 621475.46; thence N 01°05'35" W, 396.85 feet, to N 134689.79, E621467.69; thence N 82°58'48" E, 3298.46 feet to the Point of Beginning.

Containing 762,166.72 Square feet or 17.4969 Acres.

RECEIVED O.E.S.  
 AUG 03 2007  
 SOUTH DISTRICT

(See Sheet 7 of 8 for sketch)

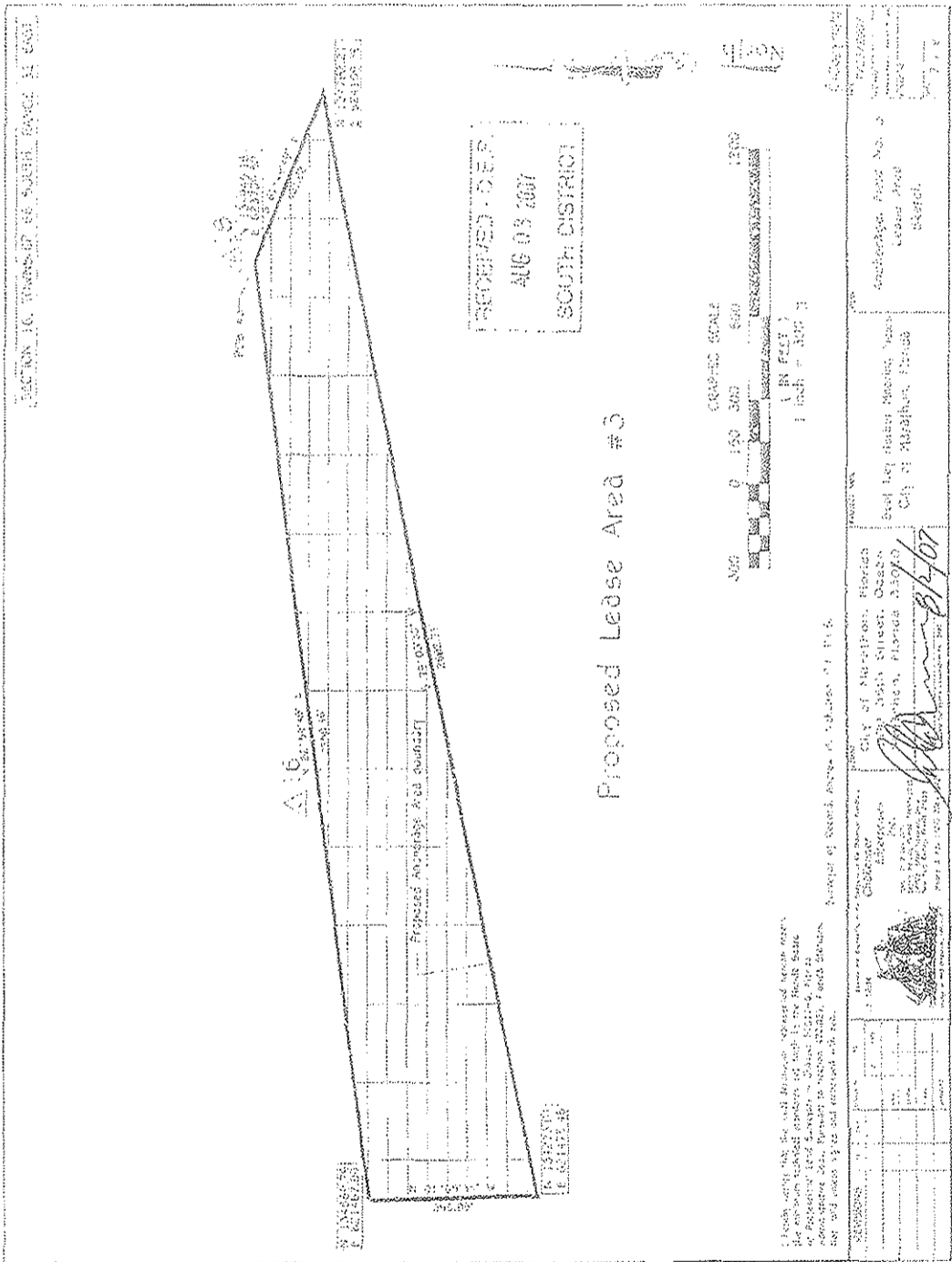
This map was prepared by the local designer connected herewith under the authority of a license issued to the undersigned by the State of Florida. The undersigned is a duly licensed and bonded Surveyor in the State of Florida. All measurements were taken in person by the undersigned or under his direct supervision. The undersigned is not responsible for any errors or omissions in this map.

Surveyor of Record Areas in Indian River County, Florida

Copyright

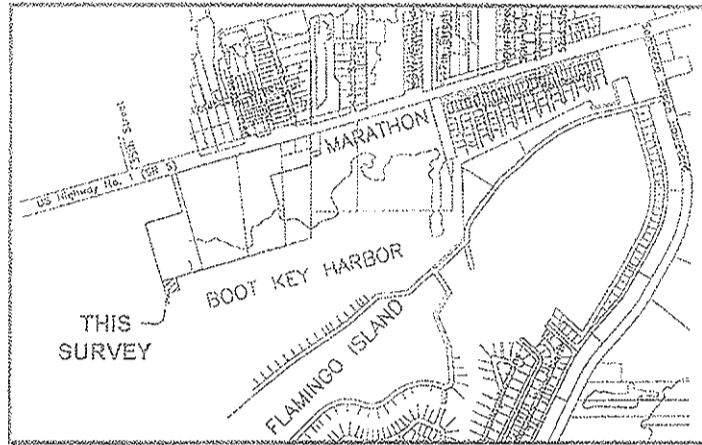
NO.	DATE	DESCRIPTION	BY	FOR
1	08/03/07	LEGAL DESCRIPTION - Anchorage Field 3	John J. ...	City of Marathon, Florida
2				
3				
4				
5				
6				
7				
8				
9				
10				





Z:\2008\0817\05 City of Marathon Submerged Land Lease\Survey\K&E\IC\081749-V-S-SE-LEASING\LAND LEASE.dwg 8/14/2008 11:49:54 AM E.T.

**SPECIFIC PURPOSE SURVEY  
SUBMERGED LAND LEASE**



**LOCATION MAP**  
NOT TO SCALE

**LAND DESCRIPTION (PREEMPTED AREA):**

A PARCEL OF SUBMERGED LAND LOCATED WATER WARD OF A PORTION OF THAT UPLAND PARCEL KNOWN AS GOVERNMENT LOT 3 IN SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST, CITY OF MARATHON, MONROE COUNTY, FLORIDA, SAME BEING A PORTION OF BOOT KEY HARBOR, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF CIANCHETTE COMMERCIAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGE 56, OF MONROE COUNTY PUBLIC RECORDS; THENCE SOUTH 74°20'00" WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 1,507.85 FEET; THENCE CONTINUE SOUTH 74°20'00" WEST, 50.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 15°40'00" EAST, 430.00 FEET; THENCE SOUTH 74°20'00" WEST, 417.93 FEET; THENCE SOUTH 15°40'00" EAST, 658.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 15°40'00" EAST, 186.48 FEET; THENCE NORTH 74°20'00" EAST, 117.71 FEET; THENCE NORTH 15°40'00" WEST, 186.48 FEET; THENCE SOUTH 74°20'00" WEST, 177.71 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATED IN THE CITY OF MARATHON, MONROE COUNTY, FLORIDA, CONTAINING 21,951 SQUARE FEET, 0.5039 ACRES, MORE OR LESS.

RECEIVED - D.E.P.  
 OCT 20 2008  
 SOUTH DISTRICT

RECEIVED  
 AUG 21 2008  
 D.E.P. Marathon

REVISED: 08-14-08

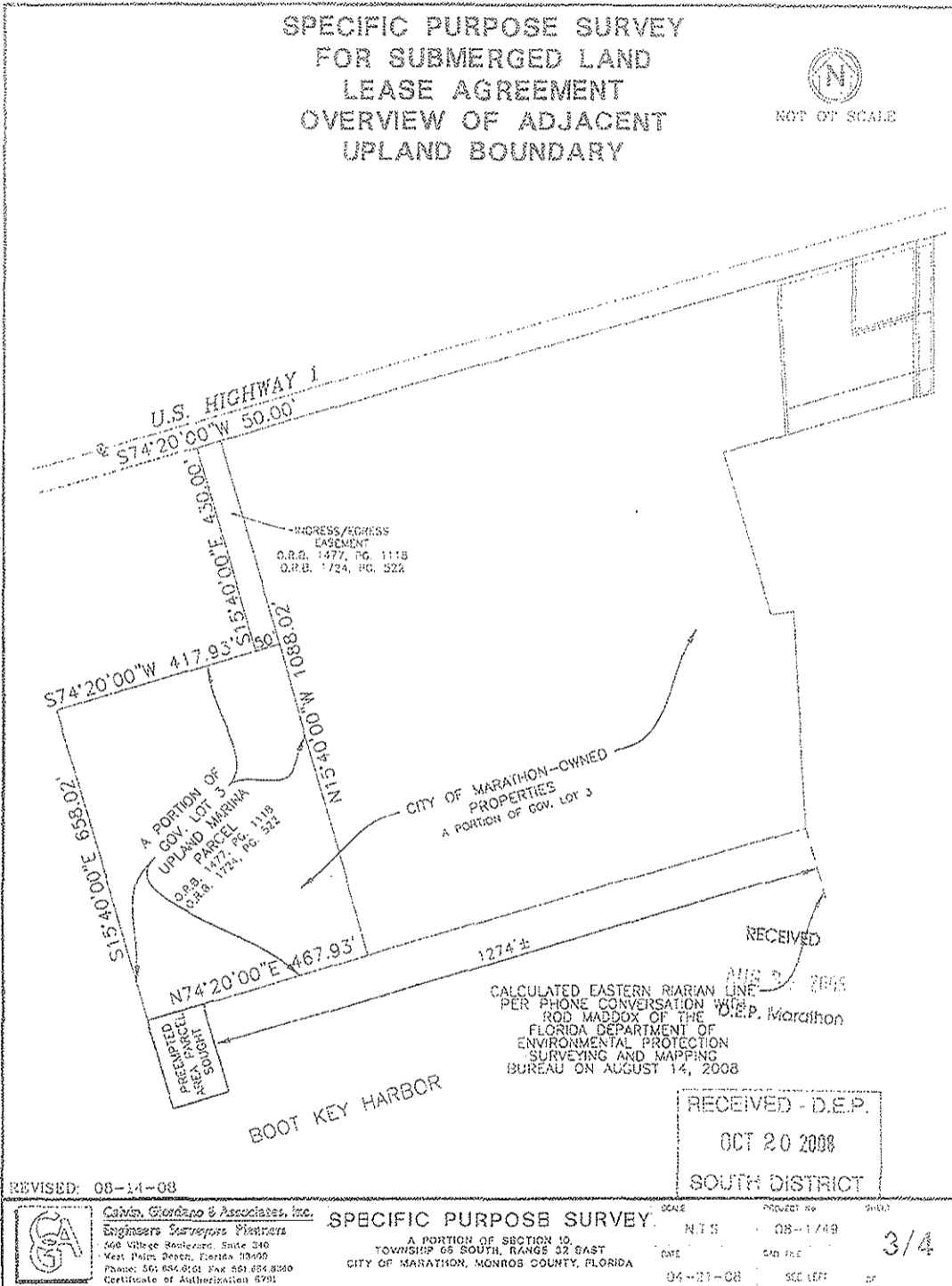
	<b>Calvin Giordano &amp; Associates, Inc.</b> Engineers Surveyors Planners 550 Village Boulevard, Suite 340 West Palm Beach, Florida 33409 Phone: 561.804.8181 Fax: 561.824.8320 Certificate of Authorization 979	<b>SPECIFIC PURPOSE SURVEY</b>		SCALE N.T.S.	PRODUCT No. 08-1749	SHEET 1/4
		A PORTION OF SECTION 10 TOWNSHIP 66 SOUTH, RANGE 32 EAST CITY OF MARATHON, MONROE COUNTY, FLORIDA		DATE 04-21-08	CAD FILE SET LEFT	

**SPECIFIC PURPOSE SURVEY  
 FOR SUBMERGED LAND  
 LEASE AGREEMENT  
 OVERVIEW OF ADJACENT  
 UPLAND BOUNDARY**



NOT OF SCALE

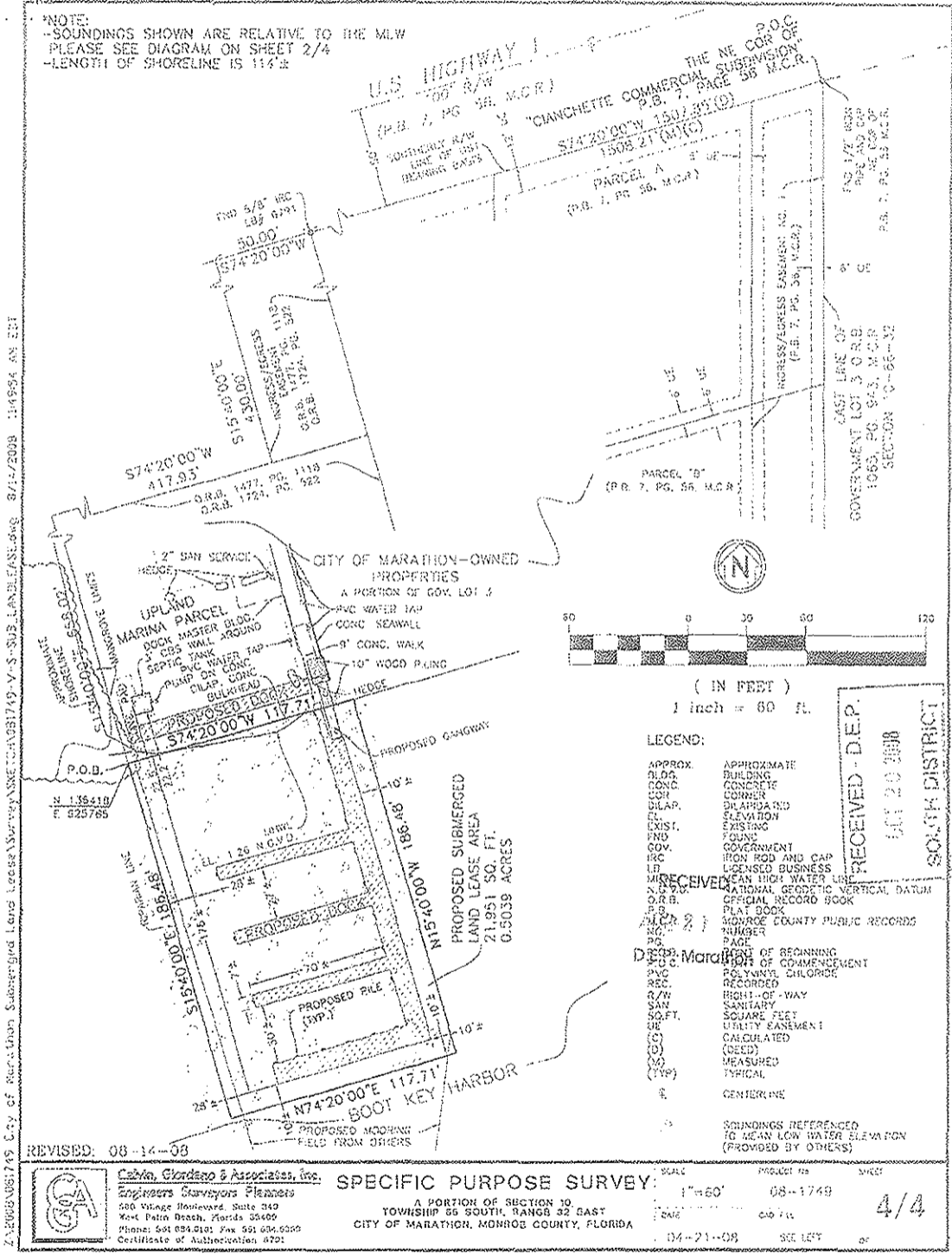
Z:\2008\081745 - City of Marathon Submerged Land Lease Survey\SKETCH\81745-V-3-SUB LAND LEASE.dwg 8/14/2008 11:49:57 AM EDT



**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 400 Village Boulevard, Suite 340  
 West Palm Beach, Florida 33409  
 Phone: 561.854.0101 Fax: 561.874.8350  
 Certificate of Authorization 6791

**SPECIFIC PURPOSE SURVEY**  
 A PORTION OF SECTION 10  
 TOWNSHIP 05 SOUTH, RANGE 02 EAST  
 CITY OF MARATHON, MONROE COUNTY, FLORIDA

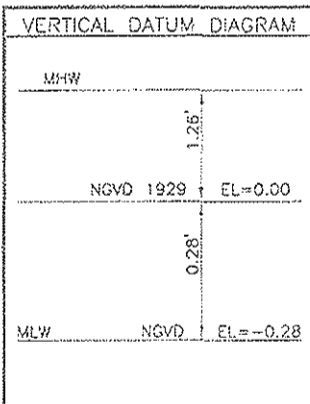
SCALE: N.T.S.  
 PROJECT NO: 08-1745  
 DATE: 08-14-08  
 SHEET: 3/4  
 DATE PLOTTED: 08-21-08  
 SHEET LEFT: 07



2.022B.081749 City of Marathon Submerged Land Lease Survey ASSET CHARGE: 749-V-S-SUB LAND LEASE GMS 8/14/2008 11:49:54 AM EDT

**SURVEYOR'S NOTES:**

1. NOT VALID UNLESS SIGNED AND EMBOSSED WITH A SURVEYOR'S SEAL. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE EXPRESS WRITTEN CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.
2. SOME SYMBOLS SHOWN HEREON HAVE BEEN ALTERED IN SIZE FOR THE BENEFIT OF VISUAL DEPICTION.
3. THIS SURVEY, AS SHOWN HEREON, HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT AND USE OF THE CLIENT NAMED HEREON, AND IS NOT INTENDED FOR ANY REUSE WITHOUT THE WRITTEN CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
5. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE UNDERGROUND UTILITIES, FOOTINGS AND/OR FOUNDATIONS.
6. FIELD SURVEY LAST CONDUCTED ON 05-05-08.
7. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
8. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED DATUM. REFERENCE BEARING OF S74°20'00"W ALONG THE SOUTH LINE OF U.S. HIGHWAY NO. 1 AS SHOWN ON THE PLAT OF CIANCHETTE COMMERCIAL SUBDIVISION, RECORDED IN PLAT BOOK 7, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.
9. STATE PLANE COORDINATES SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND ARE DERIVED FROM GPS RTK LOCATIONS AND THE ACCURACY IS ±1 METER.
10. THE PROPOSED MOORING FIELD, GANGWAY, PIER, AND MARGINAL DOCK, ALONG WITH SOUNDING ELEVATIONS IN REFERENCE TO MLW, AS SHOWN HEREON, WERE PROVIDED BY THE WELER ENGINEERING CORPORATION, JOB NO.: 04100.006, DATED ISSUED: 03-07-05.
11. THE LINEAR FOOTAGE OF THE UPLAND PARCEL THAT BORDER STATE OWNED SUBMERGED LANDS IS 114 LINEAR FEET.
12. THE MEAN HIGH WATER (MHW) LINE, EL.=1.26' N.G.V.D 1929, AS PUBLISHED BY DEPARTMENT OF ENVIRONMENTAL PROTECTION (D.E.P.) POINT IDENTIFICATION NUMBER 34, FALLS AT FACE OF THE BULK-HEAD.
13. MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
14. ELEVATIONS SHOWN HEREON, ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), REFERENCED BENCHMARK IS N.G.S. STAMPED H-397, ELEVATION= 6.17 FT.
15. THE SURVEY DEPICTED HEREON IS A SPECIFIC PURPOSE SURVEY AS DEFINED IN SECTION 61G17-6.002(10)(i) AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027 FLORIDA STATUTES.
16. THERE ARE NO DEFINED BOAT SLIPS AND DOCKING OF DINGHYS WILL BE DONE IN VARIOUS CONFIGURATIONS.
17. THE CITY OF MARATHON OWNS APPROXIAMTELY 3,070 LINEAR FEET OF SHORELINE.



RECEIVED - D.E.P.  
 OCT 20 2008  
 SOUTH DISTRICT

RECEIVED

CERTIFIED TO: AUG 11 2008  
 BOARD OF TRUSTEES (TIF) D.E.P. Marathon  
 CALVIN, GIORDANO & ASSOCIATES, INC.

DATE SIGNED: August 14, 2008

SIGNED: [Signature]  
 KEVIN M. BECK  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 6158  
 STATE OF FLORIDA

REVISED: 08-14-08

**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 660 Village Boulevard, Suite 340  
 West Palm Beach, Florida 33409  
 Phone: 561.684.8181 Fax: 561.684.6250  
 Certificate of Authorization 0791

**SPECIFIC PURPOSE SURVEY**

A PORTION OF SECTION 10  
 TOWNSHIP 08 SOUTH, RANGE 32 EAST  
 CITY OF MARATHON, MONROE COUNTY, FLORIDA

SCALE	PROJECT NO.	SHEET
N.T.S.	08-1749	2/4
DATE	DRAWN BY	
04-21-08	[Signature]	

MONROE COUNTY  
PUBLIC RECORDS

QUITCLAIM DEED  
BOGT KEY MARINA

FILE # 11 2 5 6 2 4 9  
BK # 1 7 2 4 PG # 5 2 2

THIS DEED, made this 15th day of August, 2001, by the Board of County Commissioners of Monroe County, a political subdivision of the State of Florida and party of the first part, to the City of Marathon, a municipality incorporated in the State of Florida and party of the second part, whose address is P.O. Box 500430, Marathon, Florida 33050.

WITNESSETH that the said party of the first part, for and in consideration of the assumption of jurisdiction and responsibility over the property conveyed herein and assumption of all County obligations under an agreement, dated November 12, 1998, between Monroe County and the Marathon Economic Development Council does hereby remise, release and quitclaim unto the said party of the second part forever, all the right, title, interest, claim and demand which the said party has in and to the following described real property lying and being in Monroe County, Florida, to wit:

See attached Exhibit "A" attached hereto

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise pertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be signed in its name by its Board of County Commissioners acting as the Mayor of said Board, this 15th day of August, 2001, the year aforesaid.



DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: Garnela Hancock  
Deputy Clerk

By: Dennis E. Mayo  
Mayor/Chairman

This instrument prepared by:  
Suzanne A. Huton  
Assistant County Attorney  
PO Box 1026  
Key West, Florida 33041-1026

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY: Suzanne A. Huton  
SUZANNE A. HUTTON  
DATE 7/31/01

REC SEP 11 2001 09:27 AM  
DANNY L. KOLHAGE, CLERK

FILE # 1 2 5 5 2 4 9  
SERIAL 7 2 4 PG# 5 2 3

EXHIBIT A  
BOOT KEY MARINA  
(FLORIDA KEYS MARINA - MARATHON)

A tract of land and submerged lands, being a part of Government Lot 3, Section 10, Township 86 South Range 32 East, Marathon, Key Vaca, Monroe County, Florida, lying Southerly of and adjacent to U.S. Highway No. 1 and being more particularly described as follows:

COMMENCING at the intersection of the East line of Government Lot 3, Section 10, Township 86 South Range 32 East and the Southerly Right-of-Way line of U.S. Highway No. 1; thence South 74 degrees 20 minutes 00 seconds West along the said Southerly Right-of-Way Line of U.S. Highway No. 1 for 1667.35 feet to the POINT OF BEGINNING of the tract of land and submerged lands hereinafter described; thence continue South 74 degrees 20 minutes 00 seconds West along the said Southerly Right-of-Way line of U.S. Highway No. 1 for 50.00 feet; thence South 15 degrees 40 minutes 00 seconds East for 430.00 feet; thence South 74 degrees 20 minutes 00 seconds West for 417.93 feet; thence South 15 degrees 40 minutes 00 seconds East for 658.02 feet; thence North 74 degrees 20 minutes 00 seconds East for 467.93 feet; thence North 15 degrees 40 minutes 00 seconds West for 1038.02 feet to the said Southerly Right-of-Way line of U.S. Highway No. 1 and the POINT OF BEGINNING. Containing 7.56 acres, more or less.

TOGETHER with a perpetual, non-exclusive easement for ingress and egress over and across the following described property which is 50.00 feet wide and 430.00 feet long, and which easement shall be appurtenant to the fee conveyed by this instrument:

COMMENCING at the intersection of the East Line of Government Lot 3, Section 10, Township 86 South, Range 32 East and the Southerly Right-of-Way Line of U.S. Highway No. 1; thence South 74 degrees 20 minutes 00 seconds West along the said Southerly Right-of-Way Line of U.S. Highway No. 1 for 1667.35 feet to the POINT OF BEGINNING of the EASEMENT herein described; thence south 74 degrees 20 minutes 00 seconds West for 50.00 feet; thence South 15 degrees 40 minutes 00 seconds East for 430.00 feet; thence North 74 degrees 20 minutes 00 seconds East for 50.00 feet; thence North 15 degrees 40 minutes 00 seconds West for 430.00 feet to the said Southerly Right-of-Way Line of U.S. Highway No. 1 and the POINT OF BEGINNING.

REP 00103340

MONROE COUNTY  
OFFICIAL RECORDS

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



**INVOICE**

Bill To:  
 CITY OF MARATHON, FLORIDA  
 9805 OVERSEAS HWY  
 MARATHON, FL 33050

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

Invoice #: 74006 Instrument #: 440222445  
 Invoice Date: 09/10/2013 Expiration Date: 05/31/2016  
 Due Date: 10/10/2013 Extended Term Fee: NO  
 Rate: FEE WAIVED RATE  
 Location: CITY OF MARATHON MUNICIPAL MOORING FIELDS & SERVICE

**\*\* IMPORTANT REMINDERS \*\***

If paying by mail, please return invoice with your payment to the above address.  
 Online payment by check, credit card or debit card is available at  
<http://www.fldepportal.com/go/pay-invoices/>  
 Late payments are subject to a 12% interest fee pursuant to FAC 18-21.011(1)(b)11.

INFORMATION			ANNUAL LEASE FEE DATA				
Description	Memo	Object	Net Square Feet	Rate	Discount	Extended Term Fee	*Amount
SUBMERGED LAND MODIFICATION FEE		001018	3,523,638	0	10%	N	\$606.00
<b>Subtotal</b>							\$606.00
<b>Sales Tax (0.0%)</b>							\$0.00
<b>County Tax (0%)</b>							\$0.00
<b>Total</b>							\$606.00
<b>Invoice Balance Due</b>							\$606.00
<b>Instrument/Lease Balance Due</b>							<b>\$606.00</b>

Note: AGENT: A. HORTON. SSR

ANNUAL LEASE FEE FORMULA = BASE FEE\* - DISCOUNT + EXTENDED TERM FEE

\*BASE FEE = Base Rate x Net Square Feet OR

\*BASE FEE = Minimum Rate

DISCOUNT = Base Fee x Discount Percentage

EXTENDED TERM FEE = Base Fee x Extended Term Fee Percentage

For any questions concerning this invoice, please call the Division of State Lands at (850) 245-2720.



