

Sponsored by: Burnett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2009-27**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING WORK AUTHORIZATION #23 TO WEILER ENGINEERING CORPORATION FOR DESIGN AND PERMITTING (INCLUDING BAY BOTTOM LEASE) OF 20 WET SLIPS AT BOOT KEY MARINA IN THE AMOUNT OF \$27,295 (PLUS REIMBURSABLES); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 28, 2008, Council passed Resolution 2008-166 authorizing the permit application processes for 20 wet slips at Boot Key Marina to include engineering, conceptual plans, federal state & local permits, and bay bottom lease (including surveying); and

WHEREAS, the City of Marathon (the "City") has a Continuing Services Agreement with Weiler Engineering; and

WHEREAS, Weiler Engineering submitted the lowest proposal and staff recommends approval of Work Authorization 23; and

WHEREAS, the City shall appropriate the funds necessary to complete the work authorization from the Capital Infrastructure budget.

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

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby approves the Weiler Engineering Work Authorization #23, a copy of which is attached hereto as exhibit A, to complete the design and permitting (including Bay Bottom Lease) of 20 wet slips at Boot Key Marina.

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 24th day of February, 2009.

THE CITY OF MARATHON, FLORIDA



Mike Cinque, Mayor

AYES: Ramsay, Snead, Worthington, Vasil, 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

EXHIBIT "A"

PROJECT AGREEMENT

Between

CITY OF MARATHON, FLORIDA

And

WEILER ENGINEERING CORPORATION

for

Work Authorization No. Twenty Three (23)

City of Marathon Marina 20 Wet Slips Design and Permitting

PROJECT AGREEMENT
Between

THE CITY OF MARATHON, FLORIDA

And

WEILER ENGINEERING CORPORATION

For

Work Authorization No. Twenty Three (23)

City of Marathon Marina 20 Wet Slips Design and Permitting

Pursuant to the provisions contained in the "Continuing Services Agreement" between the CITY OF MARATHON, FLORIDA (the "CITY") and THE WEILER ENGINEERING CORPORATION, ("CONSULTANT") dated June 23, 2004, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The CITY and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering services to the CITY for the Project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the CITY the following Deliverables:

Design and permitting for the 20 additional wet slips at the City of Marathon Marina and assist the City in obtaining the State Lands Lease for the needed bay bottom

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect one year, unless otherwise terminated pursuant to Section 4 or other applicable provisions of this Project Agreement. The City Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 180 days. No further extensions of this Agreement shall be effective unless authorized by the CITY Council.

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the CITY. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the City Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "3". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the CITY in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the CITY the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$ N/A per day. The CONSULTANT may claim extension if the factors involved are not under their direct control.

Work Order Number 23

City of Marathon Marina 20 Wet Slips Design and Permitting

2/25/2009

Page No.2

Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the CITY reasonably believes that completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** CITY agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" \$ 22,295.00 . ~~{OR, IF HOURLY, "CITY AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$_____.~~}

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, survey, geotechnical exploration, mileage (at a rate approved by the CITY), photo and reproduction services. Survey is estimated at \$5,000.00 . All document reproductions are also reimbursable, at a rate approved by the CITY.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Lump Sum Compensation and Reimbursable Expenses.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this Project Agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the CITY. The CITY shall pay CONSULTANT within thirty (30) calendar days of approval by the City Manager of any invoices submitted by CONSULTANT to the CITY.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the CITY for payment to the CONSULTANT is disputed, or additional backup documentation is required, the CITY shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the CITY with additional backup documentation within five (5) working days of the date of the CITY'S notice. The CITY may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The CITY, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the CITY becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the CITY may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the CITY's reasonable satisfaction.

5.4 **Retainage.** The CITY reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT for the design until the design is completed. Said retainage may be withheld at the sole discretion of the City Manager and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

5.5 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the CITY that, upon receipt from the CITY of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the CITY all documents requested by the CITY evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the CITY by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the CITY, the CONSULTANT shall indemnify the CITY against any loss

pertaining to this termination. In the event that the CONSULTANT is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Project Agreement may be terminated by the CITY for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the CITY and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the CITY make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the CONSULTANT's work product shall become the property of the CITY and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the CITY'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the CITY.

6.4 **Suspension for Convenience.** The CITY shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the CITY, the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the CITY shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated June 23, 2004 between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the

Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

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ATTEST:

CITY OF MARATHON

Diane Clavier
City Clerk

By: Clyde Burnett
Clyde Burnett, City Manager

Date: 2/25/09

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

HA
City Attorney

ATTEST:

WEILER ENGINEERING CORPORATION

By: Edward R. Castle
Edward R. Castle, Vice President

Date: 3/4/09

Exhibit "1"

Project Description

The City of Marathon wishes to permit an extension onto the existing floating EZ Dock at the City of Marathon Marina to provide wet slips for twenty boats. Weiler Engineering will provide the initial benthic, bathymetric and sea grass surveys needed for permitting and will provide preliminary design. The preliminary design will include the EZ dock extension for the 20 new slips as necessary only to the extent required for permitting. Final design, which would include piles, electric, water and sewer utilities and associated structural and mechanical design, are not included in this scope. Weiler Engineering will make arrangements with a licensed surveyor to perform the survey needed for the State Lands Lease and will complete the application for the lease of the bay bottom on behalf of the City. This phase of the project will also include all permitting through the Florida Department of Environmental Protection and the Army Corps of Engineers.

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Exhibit "2"

Scope of Services and Project Schedule

Design

Based upon the results of the Benthic Bathymetric and Sea Grass surveys, Weiler Engineering Corporation (ENGINEER) will design an EZ dock extension for 20 new boat slips including piles, electric, water and sewer utilities and two new gangways. The design will include plans, details and specification adequate for permitting, bidding and construction including:

Preliminary Design Phase

A. After consultation with the CITY and inclusion of any specific modification of changes in the scope, extent, character, or design requirements of the Project desired by the CITY, and upon written authorization from the CITY, ENGINEER shall:

1. On the basis of the above acceptance, selection and authorization, prepare Preliminary Design Phase documents consisting of preliminary design criteria, preliminary drawings, outline specification and written descriptions of the Project.
2. Use existing surveys supplemented with benthic, bathymetric, sea grass and land lease surveys to be provided as part of this scope of work and topographic and utility mapping as needed for design purposes. Utility mapping will be based upon information obtained from utility owner.
3. Advise CITY if additional reports, data, information, or services are necessary and assist CITY in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, submit an ENGINEER's opinion of Total Project Costs for each component separately itemized, including the following: opinion of probable Construction Cost, allowances for contingencies and the for the estimated total costs of design, professional, and related services provided by ENGINEER and, on the basis of information furnished by CITY, allowances for other items and services included within the definition of Total Project Costs.
5. Perform or provide the following additional Preliminary Design Phase tasks of deliverables: Preliminary design layout.
6. Furnish the Preliminary Design Phase documents to and review them with CITY.

7. Submit to CITY 2 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within 160 days after authorization to proceed with this phase.

B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to CITY.

Permitting Phase

A. After acceptance by CITY of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any CITY-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from CITY, ENGINEER shall:

1. Perform or provide the following Permitting Phase tasks or deliverables:

ENGINEER will prepare and submit preliminary design plans and permit applications to the Florida Department of Environmental Protection and the Army Corps of Engineers on behalf of the CITY. Engineer will make arrangements with and oversee a licensed surveyor to perform the necessary survey and obtain the State Lands Lease. Comments from agencies with jurisdiction will be addressed within the scope of work.

ENGINEER's services under the Permitting Phase will be considered complete on the date when the permit applications and responses to agency comments have been delivered to CITY

Final Design, Bidding Assistance and Construction Contract Administration – To be provide under separate work authorization.

Project Schedule

CONSULTANT will begin work upon receipt of the Notice to Proceed. Preliminary design and submittal to the regulatory agencies will be completed within three hundred days. Final completion of permitting will be dependent upon the regulatory agencies.

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EXHIBIT "3"

Payment Schedule

Benthic Survey.....	\$ 2,000
Bathymetric Survey	\$ 2,000
Seagrass Survey	\$ 2,000
FDEP/ACOE/FKNMS Permitting, Bay Bottom Land Lease and Coordination.....	\$ 6,995
Preliminary Dock design including Sewer, Potable Water and Electrical	\$ 9,300
 Sub Total.....	 \$ 22,295
 Reimbursables – Not to Exceed Amount	
Land Lease Surveying	\$ 5,000
 TOTAL	 \$ 27,295

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EXHIBIT "B"

PAGE 1 OF 2

CONSULTANT'S BILLING RATE

THE WEILER ENGINEERING CORPORATION

Principal	\$ 125.00
Environmental Scientist.....	\$ 125.00
Project Manager.....	\$ 105.00
Professional Structural Engineer	\$ 105.00
Registered Professional Engineer	\$ 105.00
Professional Civil Engineer	\$ 105.00
Professional Landscape Architect.....	\$ 95.00
Registered Engineer Intern (E.I.T.)	\$ 95.00
Senior Engineering Designer	\$ 85.00
Construction Inspector.....	\$ 65.00
Engineering Technician	\$ 75.00
Clerical.....	\$ 35.00
Reimbursable Expenses	
Blueprints.....	\$ 2.30
Vellums.....	\$ 10.00(24 x 36 sheet)
Mylars	\$ 25.00(24 x 36 sheet)
Travel.....	Cost
(Travel outside of County)	
Overnight mail	Cost

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EXHIBIT "B"

PAGE 2 OF 2

GENERAL DESCRIPTION OF EMPLOYEE CATEGORIES

R. Jeff Weiler, P.E., President - Mr. Weiler is a Professional Engineer registered in the State of Florida. He is the President and Owner of The Weiler Engineering Corporation.

Edward R. Castle, P.E., Vice President -Mr. Castle is a Professional Engineer registered in the State of Florida. He will be the Engineer in Responsible Charge for this project.

Rick P. Milloy, Environmental Scientist/Biologist – Environmental Consulting Department Manager – Mr. Milloy will be responsible for seagrass, bathymetric and benthic surveys and all permitting.

Todd Helt, GIS Manager – Mr. Helt will be responsible for all GIS data collection and post processing.

Michael Giardullo, E.I., Project Manager – Mr. Giardullo will be the primary designer and project manager for this project.

Serhiy Mashtakov, Senior Engineering Designer – Mr. Mashtakov will be the senior technician on this project.

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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 Boot 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.

[02/12/29]

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

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

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

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

7. 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 and 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 sever 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:

Michelle Brady
Original Signature
(SEAL)

Michelle Brady
Print/Type Name of Witness
Administration,

Kelley 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: Cheryl C McCall
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 6th day of December, 2013, 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]
DEF Attorney Date 12/13

Kelley C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name: Kathy C Griffin
My Commission Expires: 11/27/2015
Notary Public State of Florida
My Commission EE148787
Expires 11/27/2015

Commission/Serial No. _____

WITNESSES:

Hillary Palmer
Original Signature

Hillary Palmer
Typed/Printed Name of Witness

Buwalda
Original Signature

TIFFANY BUWALDA
Typed/Printed Name of Witness

City of Marathon, Florida (SEAL)

BY: Dick Ramsay
Original Signature of Executing Authority

Dick Ramsay
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

"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. _____

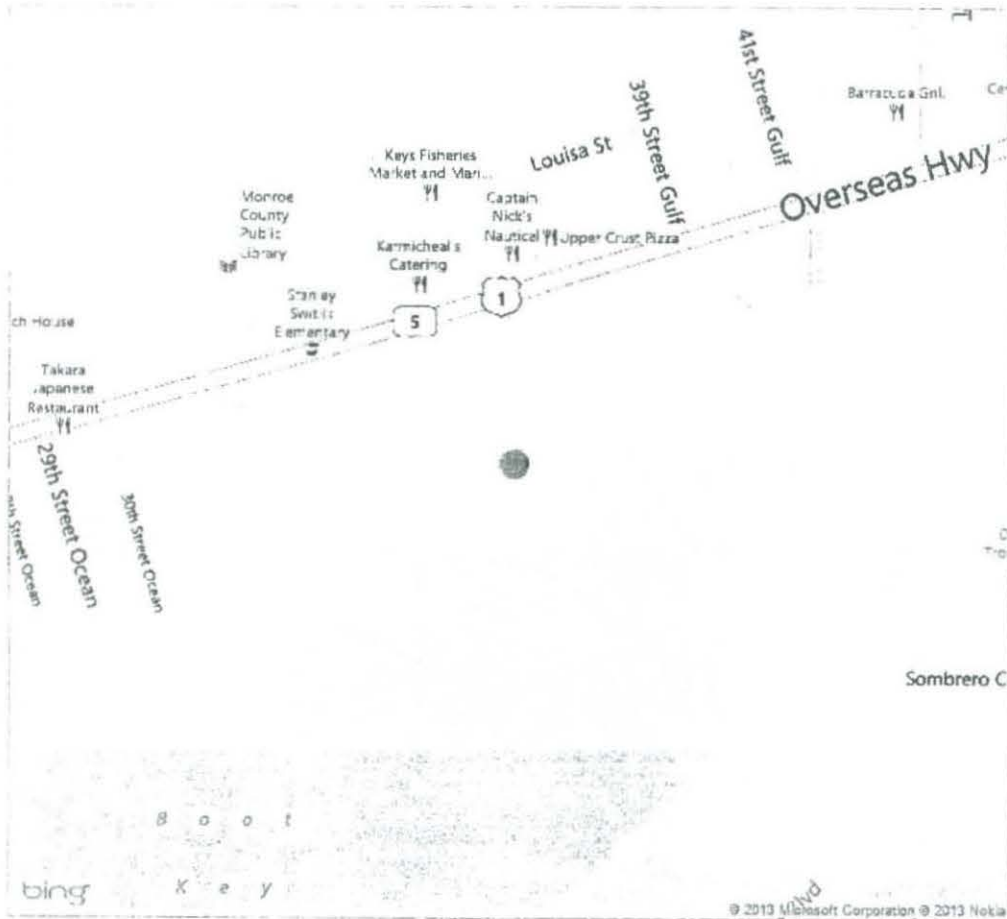
Diane Clavier
Notary Signature

Notary Public, State of FL

Diane Clavier
Printed, Typed or Stamped Name

800 35th Street Ocean, Marathon, FL 33050

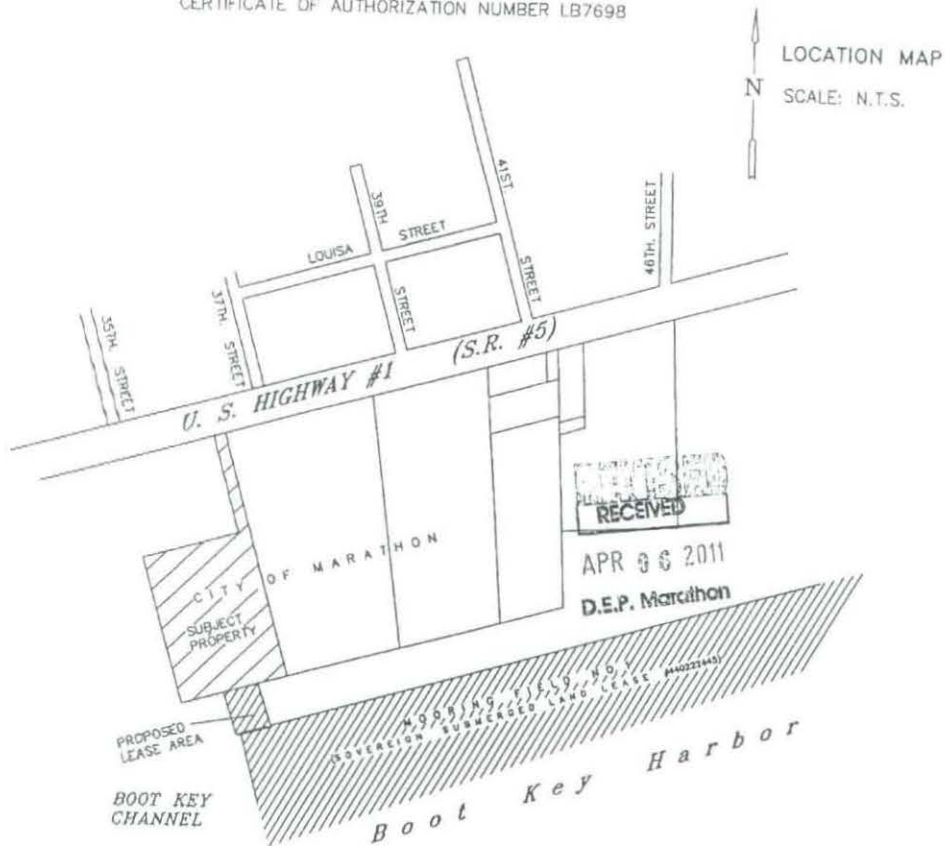
My Notes



LAWRENCE FRANK LAND SURVEYING, LLC.

SURVEYORS • LAND PLANNERS
 83266 OVERSEAS HIGHWAY, SUITE 300, ISLAMORADA, FLORIDA 33036
 Phone (305) 664-0764 FAX (305) 664-0816
 CERTIFICATE OF AUTHORIZATION NUMBER LB7698

JOB No. K09091
 SEC. 10, TWP. 66 S., RGE. 32 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
P.I. POINT OF INTERSECTION	COV. COVERED
P.C. POINT OF CURVE	MH MANHOLE
P.O.B. POINT OF BEGINNING	CLF CHAIN LINK FENCE
R/W RIGHT-OF-WAY	ELEV. ELEVATION
CPP CONC. POWER POLE	WM WATER METER
PP POWER POLE	O.H. ROOF OVERHANG
ohw OVERHEAD WIRES	MHW MEAN HIGH WATER

SHEET INDEX:

SHEET 1	LOCATION MAP
SHEET 2	1983 NAD COORDINATES/DESCRIPTION
SHEET 3	DESCRIPTION OF LEASE AREA
SHEET 4	PROPOSED DOCK DETAIL
SHEET 5	SKETCH OF DESCRIPTION

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

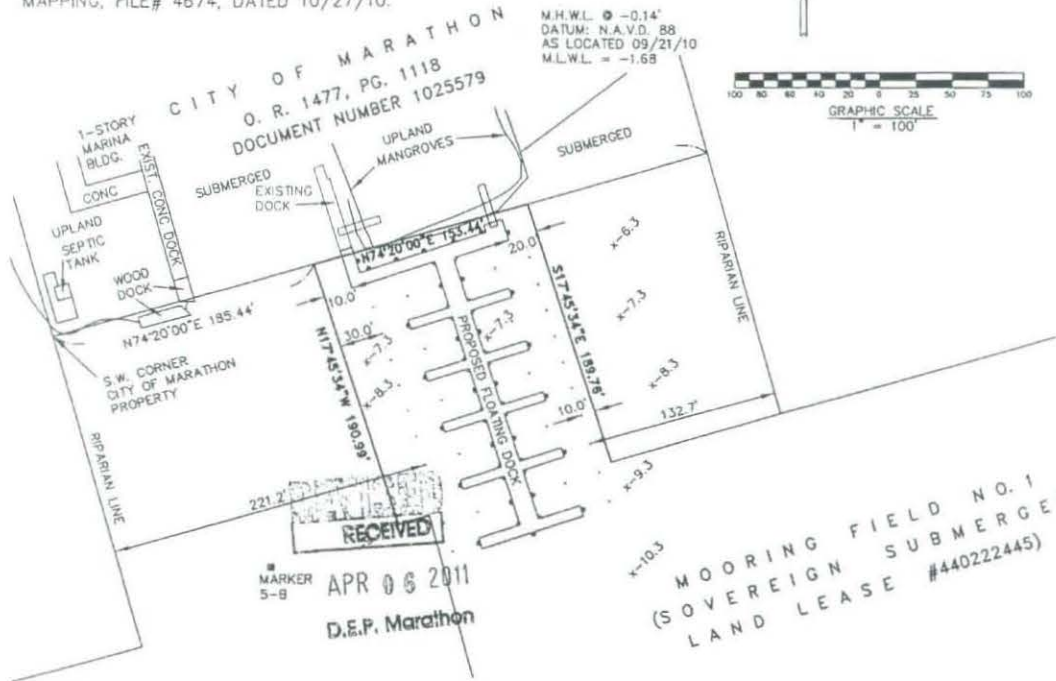
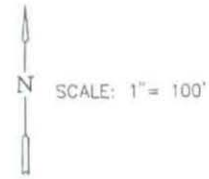
LOCATION MAP
 SHEET 1 OF 5

LAWRENCE FRANK LAND SURVEYING, LLC

SURVEYORS • LAND PLANNERS
 83266 OVERSEAS HIGHWAY, SUITE 300, ISLAMORADA, FLORIDA 33036
 Phone (305) 664-0764 FAX (305) 664-0816
 CERTIFICATE OF AUTHORIZATION NUMBER LB7698

JOB No. K09091
 SEC. 10, TWP. 66 S., RGE. 32 E.
 MONROE COUNTY, FLORIDA

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



DESCRIPTION - PROPOSED SUBMERGED LAND LEASE:

A portion of submerged land lying in Section 10, Township 66 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 N15°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, 189.76'; thence N73°52'36"E, 1459.11' to the Point of Beginning. Containing 776,759.7 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 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 11/10/10 M.H.W.L. REVISED 03/31/11 DESCRIPTION

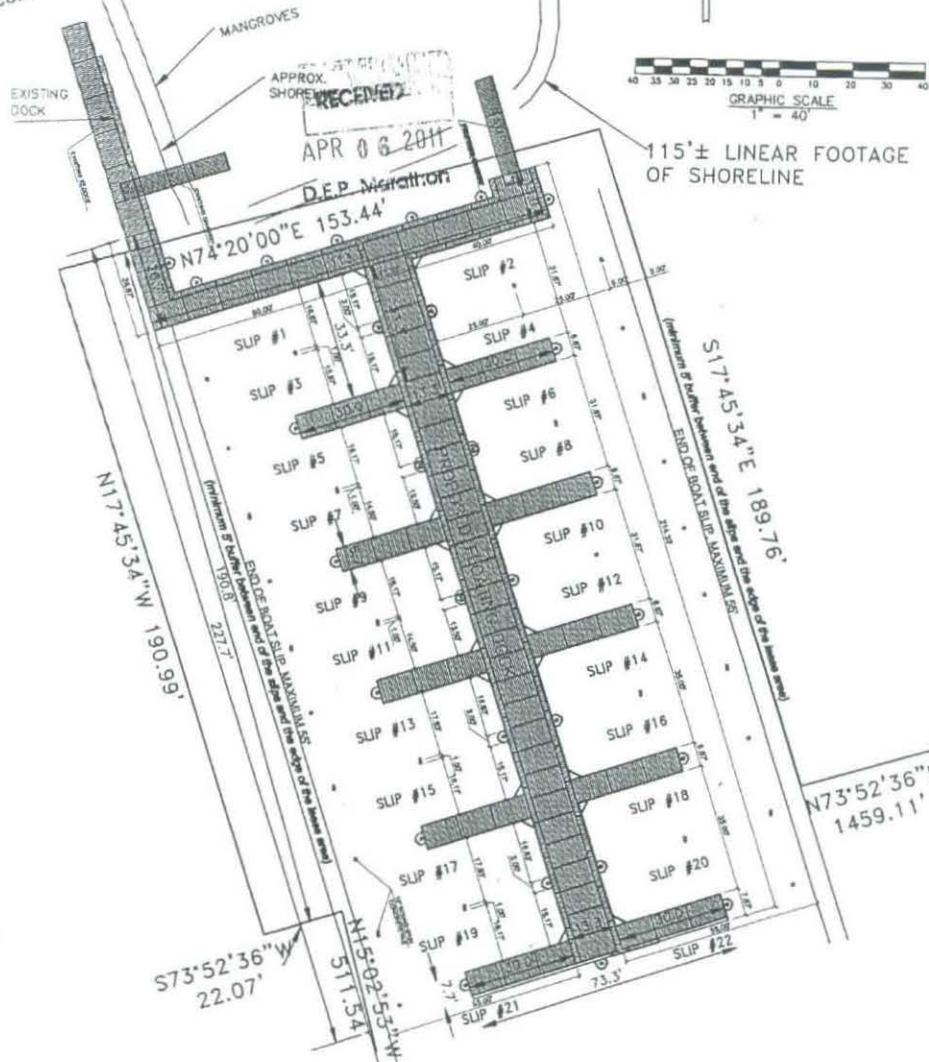
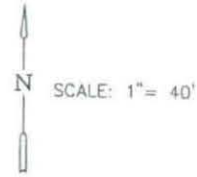
SKETCH & DESCRIPTION
 OF LEASE AREA
 SHEET 3 OF 5

LAWRENCE FRANK LAND SURVEYING, LLC

SURVEYORS • LAND PLANNERS
 83266 OVERSEAS HIGHWAY, SUITE 300, ISLAMORADA, FLORIDA 33036
 Phone (305) 664-0764 FAX (305) 664-0816
 CERTIFICATE OF AUTHORIZATION NUMBER LB7698

JOB No. K09091
 SEC. 10, TWP. 66 S., RGE. 32 E.
 MONROE COUNTY, FLORIDA

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



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

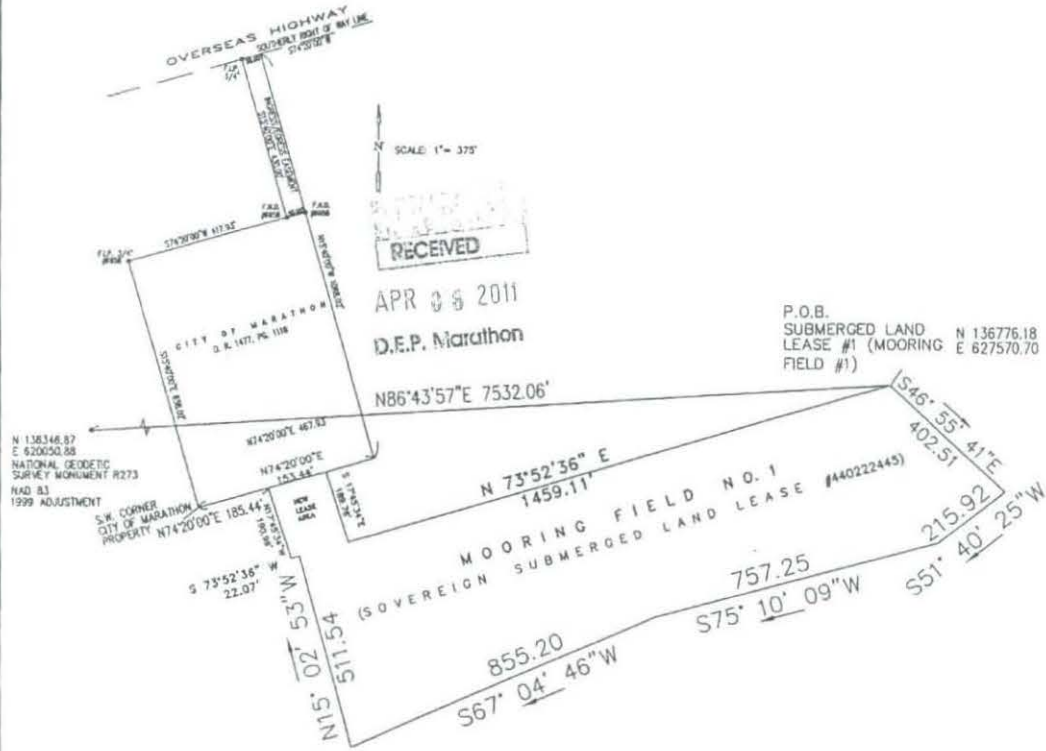
REVISED SEC,TWP,RGE, 02/16/10
 REVISED 03/07/11

PROPOSED DOCK
 DETAIL
 SHEET 4 OF 5

LAWRENCE FRANK LAND SURVEYING, LLC.

SURVEYORS • LAND PLANNERS
 83266 OVERSEAS HIGHWAY, SUITE 300, ISLAMORADA, FLORIDA 33036
 Phone (305) 664-0764 FAX (305) 664-0816
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 MONROE COUNTY, FLORIDA



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 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, 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, 1580.41 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 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 8 for sketch)


RECEIVED D.E.P.
AUG 03 2007
SOUTH DISTRICT

I hereby certify that the legal description represented herein meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 11G17-6, Florida Administrative Code, Pursuant to Section 472.027, Florida Statutes, for all unless signed and embossed with seal.

Surveyor of Record Andrew H. Nicholson, P.E., P.L.S.

©Copyright

REVISIONS	BY	DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION



Surveyor of Record
Challenger Enterprises, Inc.
P.L.S. No. 488
Surveyor License No. 488
OFFICE: 2400 Quaker Lane
Marathon, Florida 33906
Phone & Fax: (271) 236-7000

CITY OF MARATHON, FLORIDA
800 25th Street, Queen
Marathon, Florida 33950

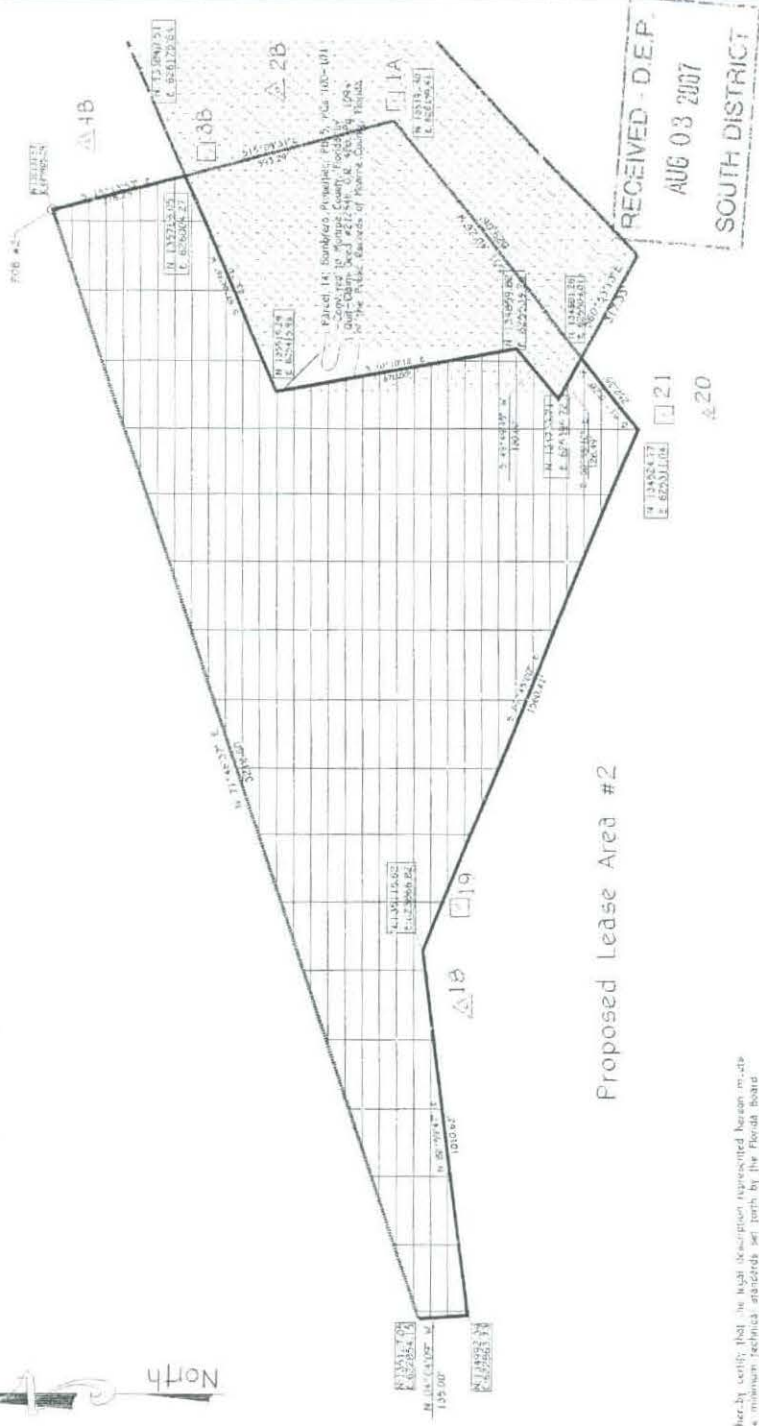
Andrew H. Nicholson 8/3/07

PROJECT NAME:
Boot Key Harbor Mooring Fields
City of Marathon, Florida

FILE #:
Mooring Field No. 2
Lease Area
Legal Description

DATE: 8/23/2007
DRAWN BY: [Signature]
CHECKED BY: [Signature]
SCALE: 1" = 400'
SHEET NO. 1 of 2

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



Proposed Lease Area #2

RECEIVED - D.E.P.
AUG 03 2007
SOUTH DISTRICT

I hereby certify that the high description represented herein meets the minimum technical standards set forth by the Florida Board of Professional Surveyors and is in accordance with the Florida Administrative Code, Chapter 12, Section 472.027, Florida Statutes. Not valid unless signed and witnessed with seal.

Surveyor of Record: Andrew F. Nicholson, P.L.S.

REVISIONS	DATE	BY	DESCRIPTION

PROJECT NAME	MOORING FIELD NO. 2
CLIENT	BOAT KEY HARBOR MOORING FIELDS
LOCATION	CITY OF PARDATHON, FLORIDA
DATE	7/23/2007
DRAWN BY	
CHECKED BY	
SCALE	AS SHOWN
PROJECT NO.	
DATE PLOTTED	
PLotted BY	
DATE	



City of Pardathon, Florida
800 35th Street, Ocean
Pardathon, Florida 33070

Boat Key Harbor Mooring Fields
City of Pardathon, Florida

Mooring Field No. 2
Lease Area
Sketch

7/23/2007

Copyright

Andrew F. Nicholson
Surveyor of Record

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 H 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.

RECEIVED - D.E.P.
AUG 03 2007
SOUTH DISTRICT

(See Sheet 7 of 8 for sketch)

I hereby certify that the legal description represented herein 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 H. Nicholson, P.E., P.L.S.

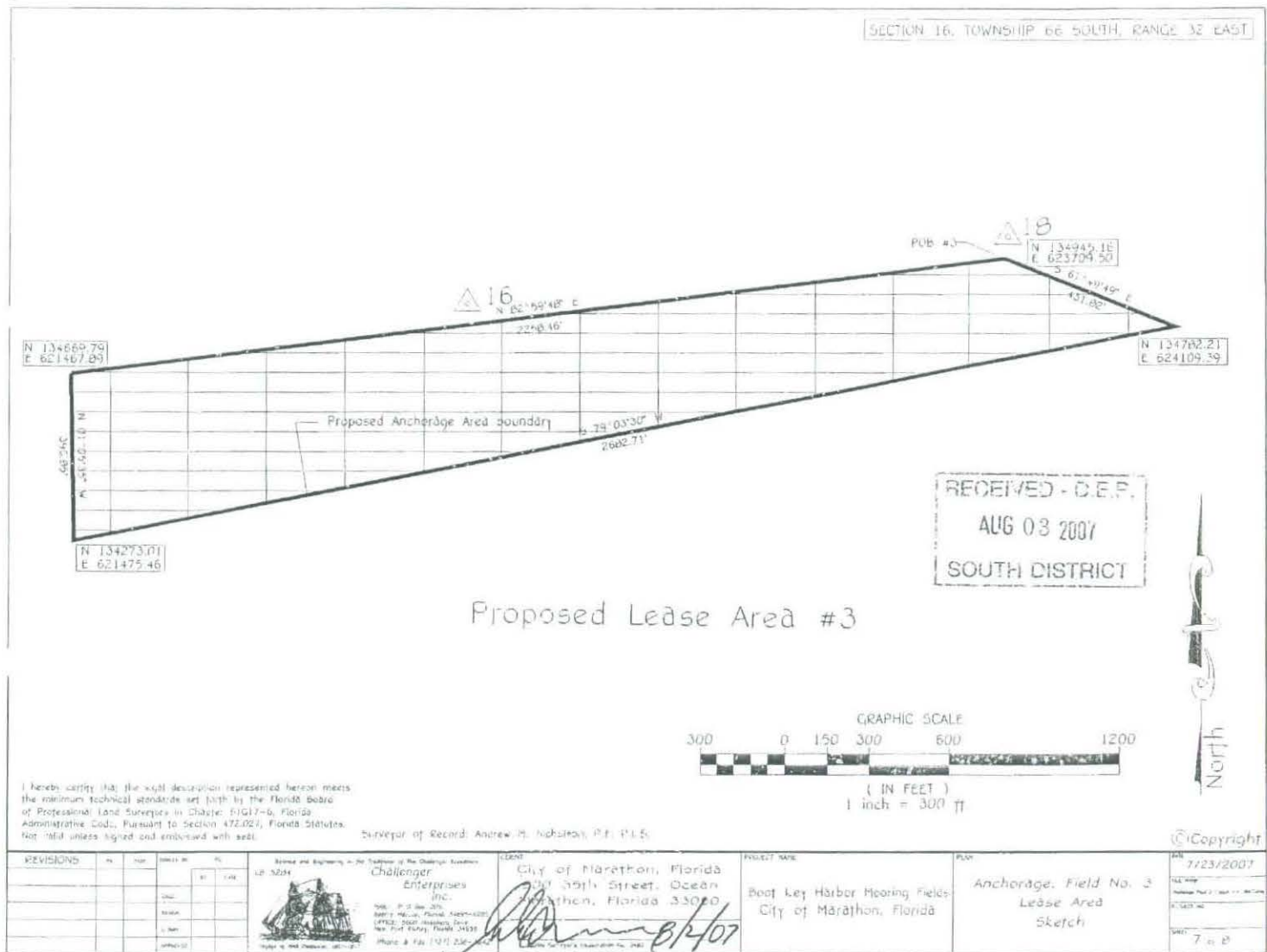
© Copyright

REVISIONS	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

License and Signature of the Surveyor of Record Andrew H. Nicholson Surveyor of Record P.E., P.L.S. 	City of Marathon, Florida 500 South Street, Ocean Marathon, Florida 33050 P.O. Box 200 2000 Harbor, Florida 33050 New Port 6811, Florida 33050 Phone & Fax 1732 238-2542	PROJECT NAME Boot Key Harbor Mooring Fields City of Marathon, Florida	PLAT Anchorage, Field No. 3 Lease Area Legal Description	DATE 7/23/2007 SCALE AS SHOWN ON PLAT SHEET NO. 6 of 8
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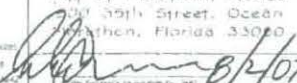
Andrew H. Nicholson
8/2/07

SECTION 16, TOWNSHIP 66 SOUTH, RANGE 32 EAST

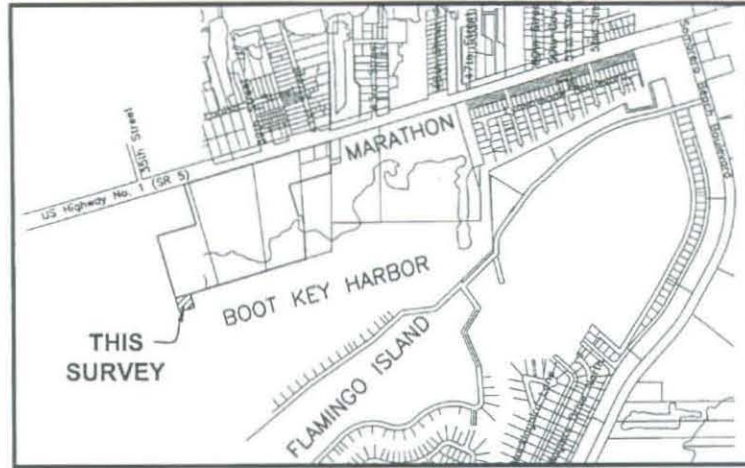


I hereby certify that the legal description represented hereon meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 11G17-6, Florida Administrative Code, Pursuant to Section 472.021, Florida Statutes, for "As-Is" unless signed and enclosed with seal.

REVISIONS	NO.	DATE	BY	REASON

Surveyed and Engineered by: The Tradition of the Challenger Challenger Enterprises Inc.  1000 N. W. 10th Ave., Suite 200 Ft. Lauderdale, Florida 33304-4000 Phone & Fax: (754) 256-1111	CLIENT: City of Marathon, Florida 300 35th Street, Ocean Marathon, Florida 33060 	PROJECT NAME: Boat Key Harbor Mooring Fields City of Marathon, Florida	PLAN: Anchorage, Field No. 3 Lease Area Sketch	DATE: 7/23/2007 SCALE: 1" = 300' SHEET NO.: 7 of 8
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SPECIFIC PURPOSE SURVEY SUBMERGED LAND LEASE



LOCATION MAP

NOT TO SCALE

Z:\2008\081749_City of Marathon Submerged Land Lease\Survey\SSKETCH\081749-V-5-SUB_LANDLEASE.dwg 8/14/2008 11:49:54 AM EDT

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.

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

AUG 21 2008
D.E.P. Marathon

REVISED: 08-14-08



Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
300 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

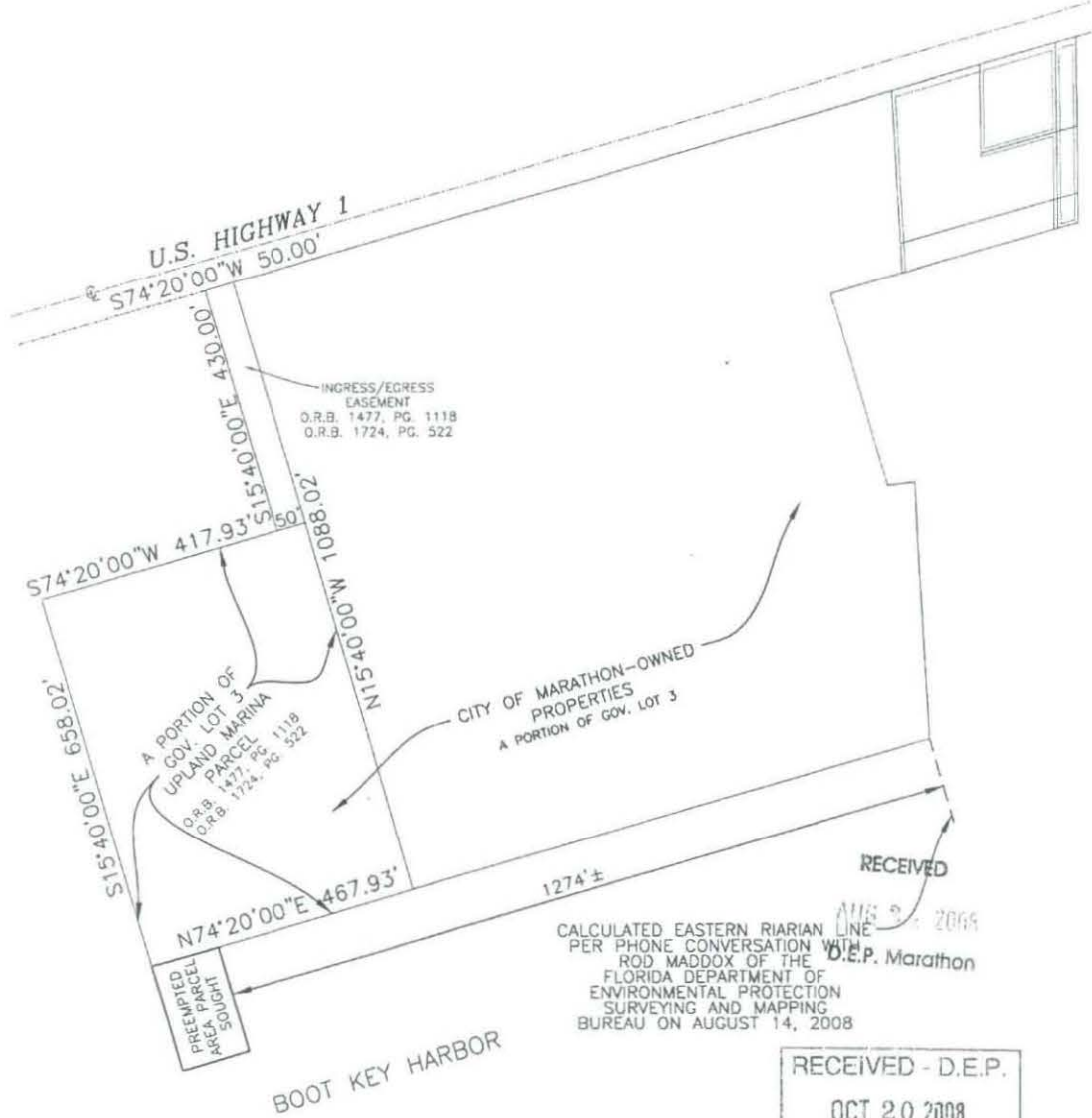
SCALE	PROJECT NO.	SHEET
N.T.S.	08-1749	1/4
DATE	CAD FILE	OF
04-21-08	SEE LOT	

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



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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

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OCT 20 2008
SOUTH DISTRICT

REVISED: 08-14-08



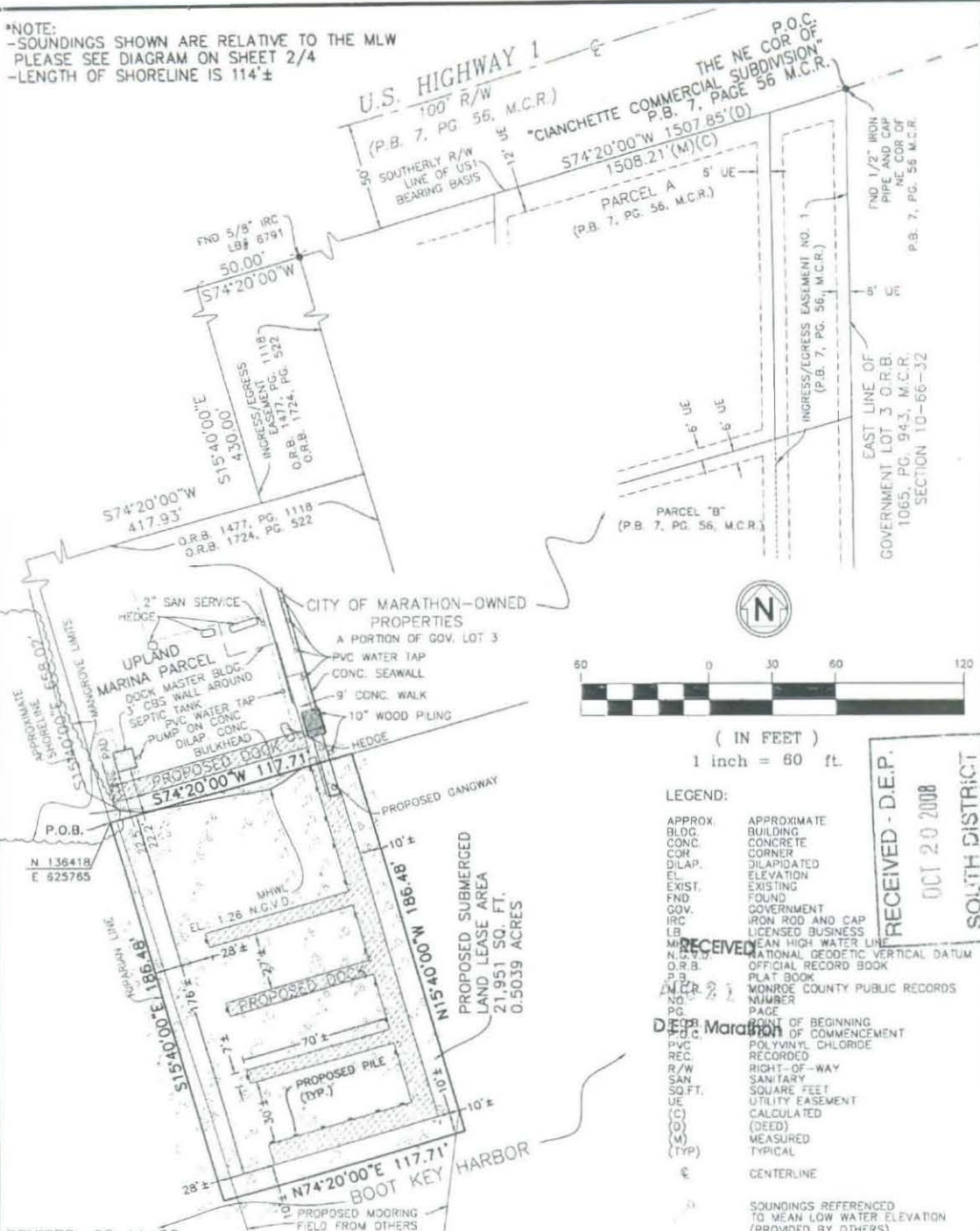
Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
560 Village Boulevard, Suite 340
West Palm Beach, Florida 33409
Phone: 561.684.0161 Fax: 561.684.8360
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SPECIFIC PURPOSE SURVEY
A PORTION OF SECTION 10,
TOWNSHIP 08 SOUTH, RANGE 32 EAST
CITY OF MARATHON, MONROE COUNTY, FLORIDA

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

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

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REVISED: 08-14-08



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 Engineers Surveyors Planners
 160 Village Boulevard, Suite 340
 West Palm Beach, Florida 33409
 Phone: 561.884.8181; Fax: 561.884.8360
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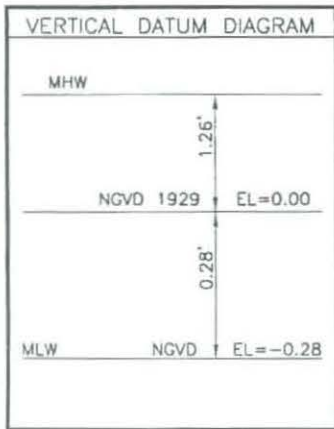
SPECIFIC PURPOSE SURVEY
 A PORTION OF SECTION 10,
 TOWNSHIP 68 SOUTH, RANGE 32 EAST
 CITY OF MARATHON, MONROE COUNTY, FLORIDA

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

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 APPROXIMATELY 3,070 LINEAR FEET OF SHORELINE.

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OCT 20 2008
SOUTH DISTRICT

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AUG 11 2008

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

DATE SIGNED: August 14, 2008

SIGNED: *Kevin M. Beck*
KEVIN M. BECK
PROFESSIONAL SURVEYOR AND MAPPER NO. 6158
STATE OF FLORIDA

REVISED: 08-14-08



Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
580 Village Boulevard, Suite 340
West Palm Beach, Florida 33409
Phone: 561.884.6161 Fax: 561.884.6360
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	2/4
DATE	CAD FILE	
04-21-08	SEE LEFT	

**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 attested in its name by its Board of County Commissioners acting as the Mayor of said Board, this 15th day of August, 2001.



ATTEST: DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: [Signature]
Deputy Clerk

By: [Signature]
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: [Signature]
SUZANNE A. HUTTON
DATE 7/31/01

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

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 56 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 56 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 7.66 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 56 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