

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2016-126**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN RENEWAL SOVEREIGNTY SUBMERGED LANDS LEASE AGREEMENT WITH THE STATE OF FLORIDA SO AS TO CONTINUE THE LEASE RENEWAL THROUGH MAY 31, 2026, FOR THE CITY MARINA, BOOT KEY HARBOR MOORING FIELD AND ANCHORAGE AREA; 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 and the state of Florida amended the lease in 2009 by Resolution 2009-07 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 added additional submerged lands in order to do so; and

**WHEREAS**, the City wishes to renew the Submerged Lands Lease Agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida through May 31, 2026.

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

**Section 1.** The Submerged Lands Lease Renewal 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 renewal 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 13<sup>TH</sup> DAY OF DECEMBER, 2016.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
Dr. Daniel Zieg, Mayor


AYES: Bartus, Coldiron, Cook, Senmartin, Zieg  
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:**

  
\_\_\_\_\_  
David Migut, City Attorney

This Instrument Prepared By:  
Christopher Crenshaw  
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

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SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

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

A parcel of sovereignty submerged land in Sections 09, 10, 15, and 16, Township 66 South, Range 32 East, in Boot Key Harbor, Monroe County, Florida, 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 May 31, 2016, the effective date of this lease renewal, through May 31, 2026, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate 162 slips on sovereignty submerged lands as part of a 226-slip managed municipal mooring field (the other 64 slips are on privately-owned submerged lands), a 45-slip anchorage area, a floating dock with 4 floating access piers, and 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 26 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. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$0.00, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

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

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

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

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

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

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

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

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

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

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

City of 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.

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

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

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

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

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

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

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

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

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

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

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

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

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 CONDITION(S):

A. Vessels using the docking facility in Mooring Field No. 1, which is depicted on Attachment A, 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, 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 the slips within the lease area shall be made available for rent to the general public on a "first come, first served" basis, as defined in Rule 18-21.003 (27), Florida Administrative Code. 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 that are clearly visible to passing boaters and at the upland entrance to the docking facility that are clearly visible to the general public. The signs shall contain language clearly indicating that all of the slips within this mooring field are available for rent to the general public. Any mooring rate sheet publications and dockage advertising for the docking facility shall clearly state that slips are open to the general public on a "first come, first served" basis.

D. Vessel slips within the mooring field and anchorage 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 information display and manatee awareness signs as required by the permits referenced in paragraph 1 of this lease.

G. The Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection ("DEP"), 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 the permits referenced in paragraph 1 of this lease 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 life of the facility the DEP-approved Boot Key Harbor Management Plan (or a DEP-approved modification of the same) attached to the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 44-0164121-001 and incorporated by reference into this lease. Modifications to this plan may be made upon written agreement by both the Lessee and the Lessor. A violation of this plan is a direct violation of this lease.

J. The Lessee shall maintain a water quality monitoring program acceptable to 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, the Lessee will be given written notice to correct within 120 days, or less in the case of severe violations, or demonstrate to the Lessor's satisfaction that the violations were not caused by the docking facility, mooring field, anchorage area, or associated activities on the adjacent riparian uplands, including stormwater runoff. If the Lessee is the cause of the violations, and the Lessee does not correct this problem within the specified time, then the lease may be cancelled by the Lessor and upon cancellation, the Lessee may be required to remove the docking facility and other structures within the lease area.



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

WITNESSES:

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

\_\_\_\_\_  
Original Signature

(SEAL)

\_\_\_\_\_  
Print/Type Name of Witness

BY: \_\_\_\_\_  
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

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

"LESSOR"

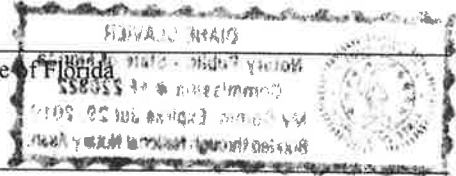
STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by 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:

Amelia J. Hahn 5/9/16  
DEP Attorney Date

Notary Public, State of Florida



Printed, Typed or Stamped Name

My Commission Expires:

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

WITNESSES:

City of Marathon, Florida (SEAL)

Diane Clavier  
Original Signature

BY: R. Daniel Ziegler  
Original Signature of Executing Authority

Diane Clavier  
Typed/Printed Name of Witness

R. DAN ZIEG MD  
Typed/Printed Name of Executing Authority

Hillary Palmer  
Original Signature

Mayor  
Title of Executing Authority

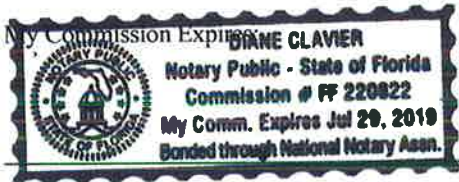
Hillary Palmer  
Typed/Printed Name of Witness

"LESSEE"

STATE OF FL

COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 14 day of December, 20    , by DAN ZIEG as Mayor, for and on behalf of the City of Marathon, Florida. He is personally known to me or has produced      as identification.



Diane Clavier  
Signature of Notary Public

Notary Public, State of FL

Commission/Serial No.     

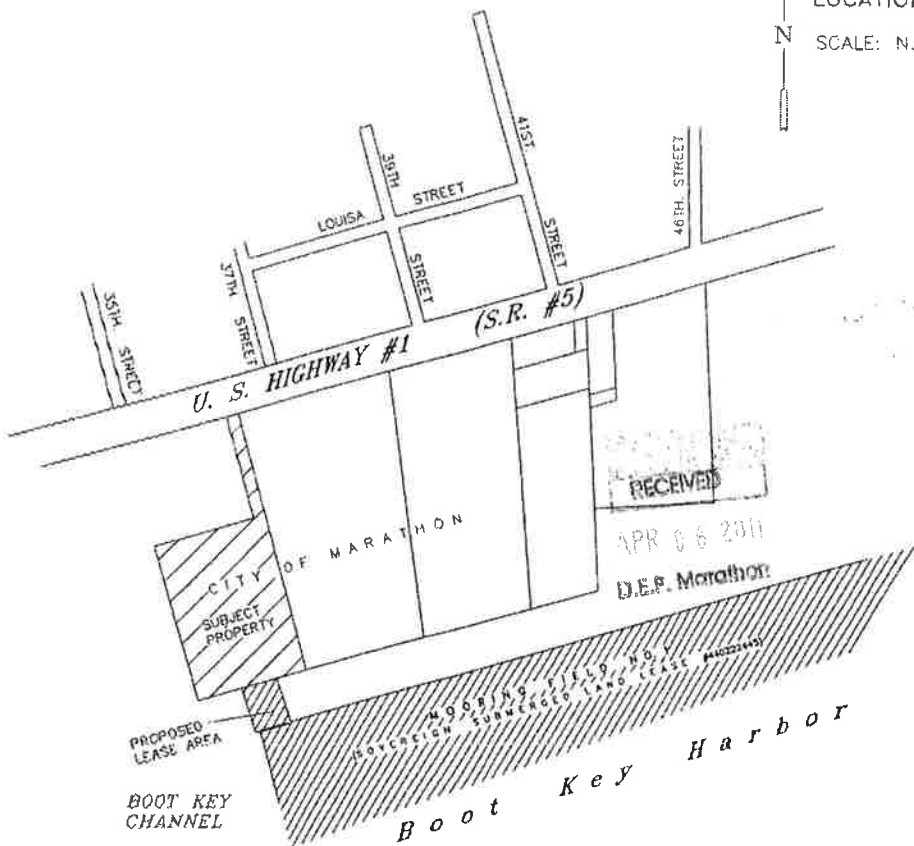
      
Printed, Typed or Stamped Name

LAWRENCE FRANK LAND SURVEYING, L<sup>P</sup>

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

LOCATION MAP  
 SCALE: N.T.S.



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 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

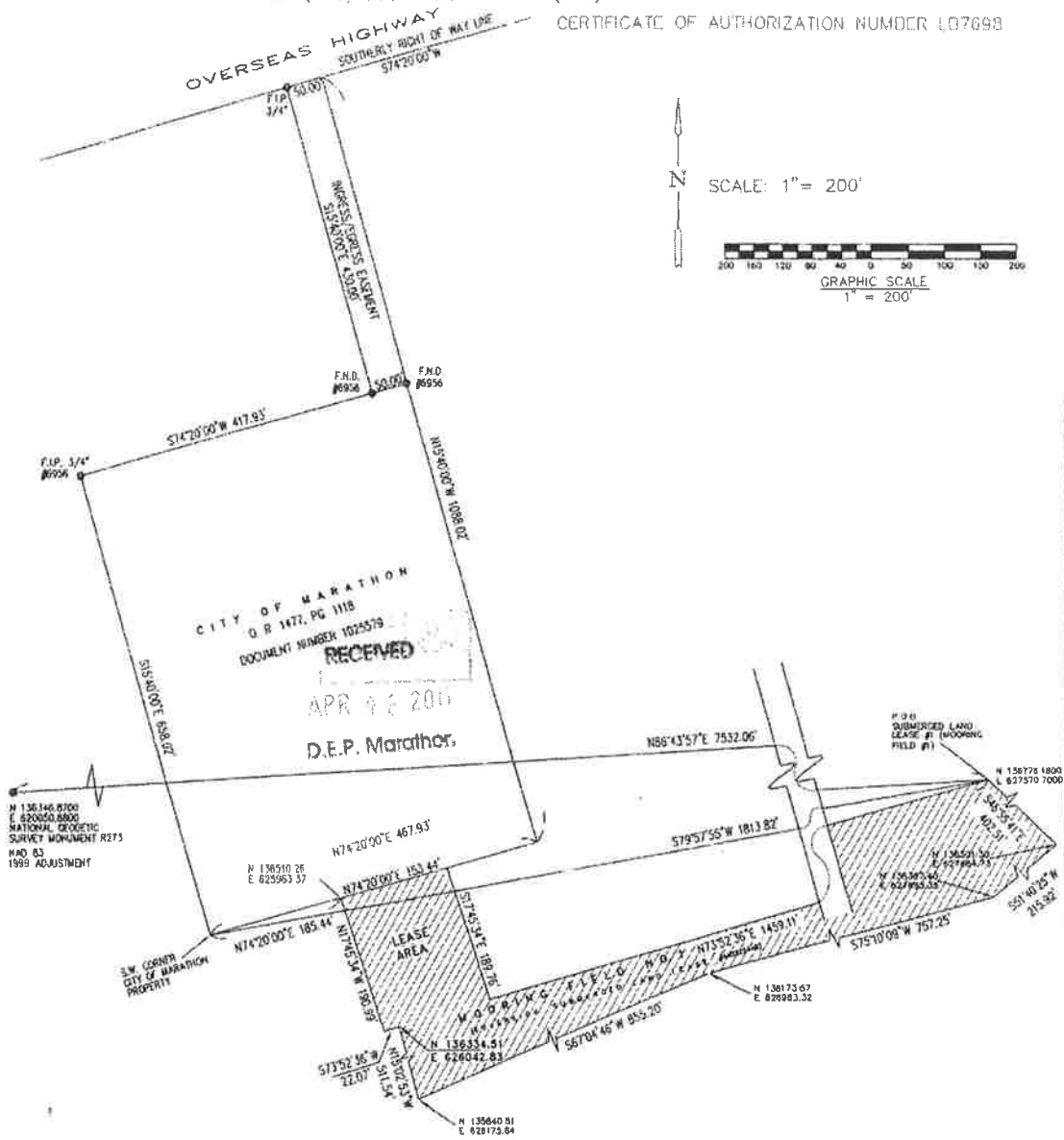
LOCATION MAP  
 SHEET 1 OF 5

LAWRENCE FRANK LAND SURVEY G, LLC.

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

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

CERTIFICATE OF AUTHORIZATION NUMBER L07693



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 03/31/11

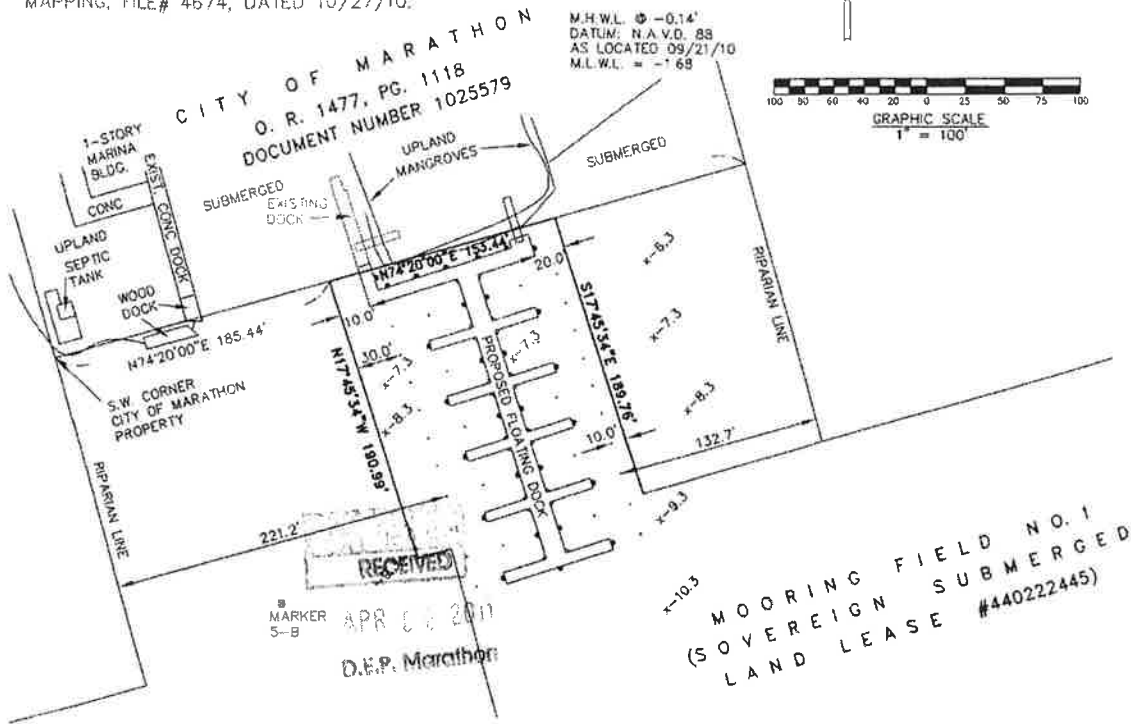
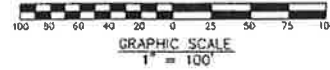
SKETCH OF DESCRIPTION  
 1983 NAD COORDINATES  
 SHEET 2 OF 5

**LAWRENCE P. FRANK LAND SURVEYING, P.C.**  
**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.

N  
 SCALE: 1" = 100'



**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

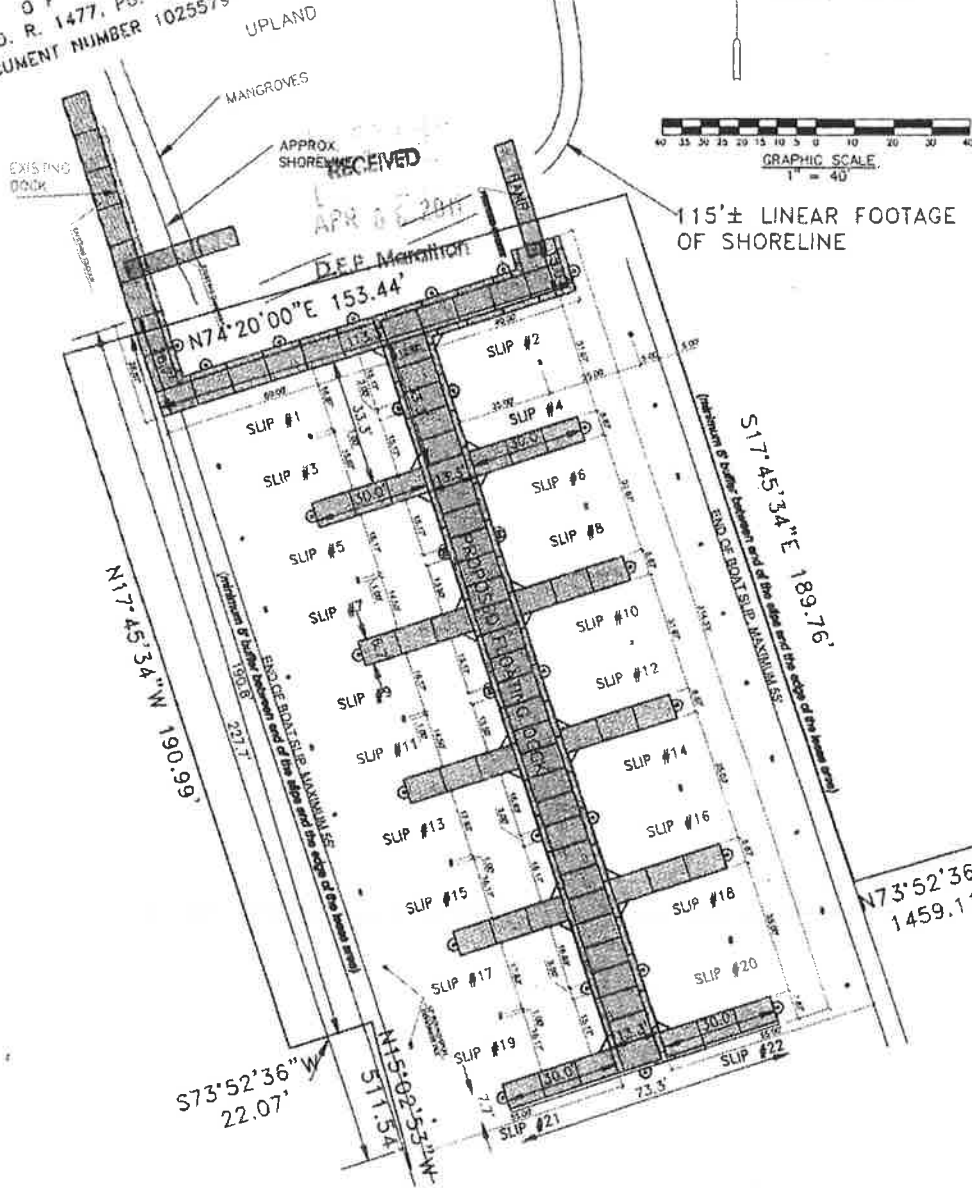
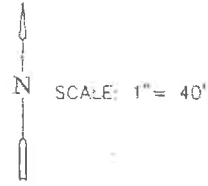
SKETCH & DESCRIPTION  
 OF LEASE AREA  
 SHEET 3 OF 5

LAWRENCE FRANK LAND SURVEYING, LC

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.  
 MONROC COUNTY, FLORIDA

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



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.

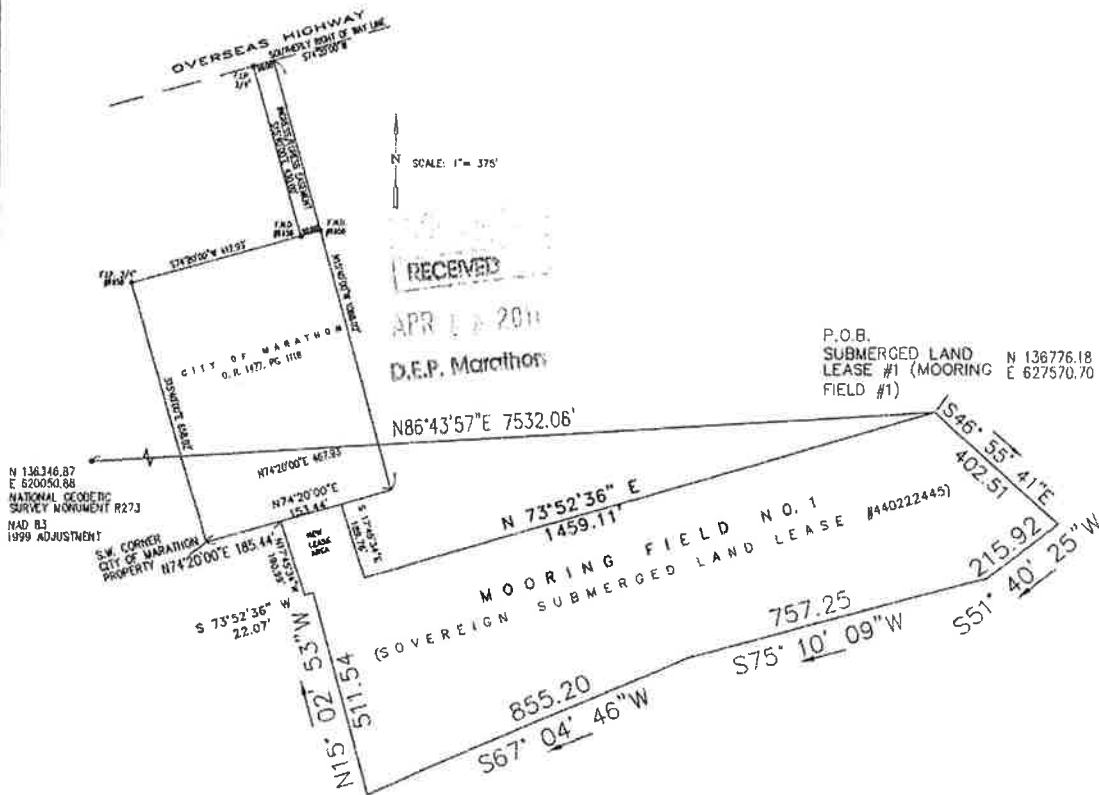
*Lawrence P. Frank*  
 LAWRENCE P. FRANK, P.L.S. #4619 DATE 9/30/09

REVISED SEC. TWP. RGE. 02/16/10 PROPOSED DOCK  
 REVISED 03/07/11 DETAIL SHEET 4 OF 5

**LAWRENCE FRANK LAND SURVEYING, P.C.**

**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



CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.  
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*Lawrence P. Frank*  
 LAWRENCE P. FRANK, P.L.S. #4619

DATE: 9/30/09

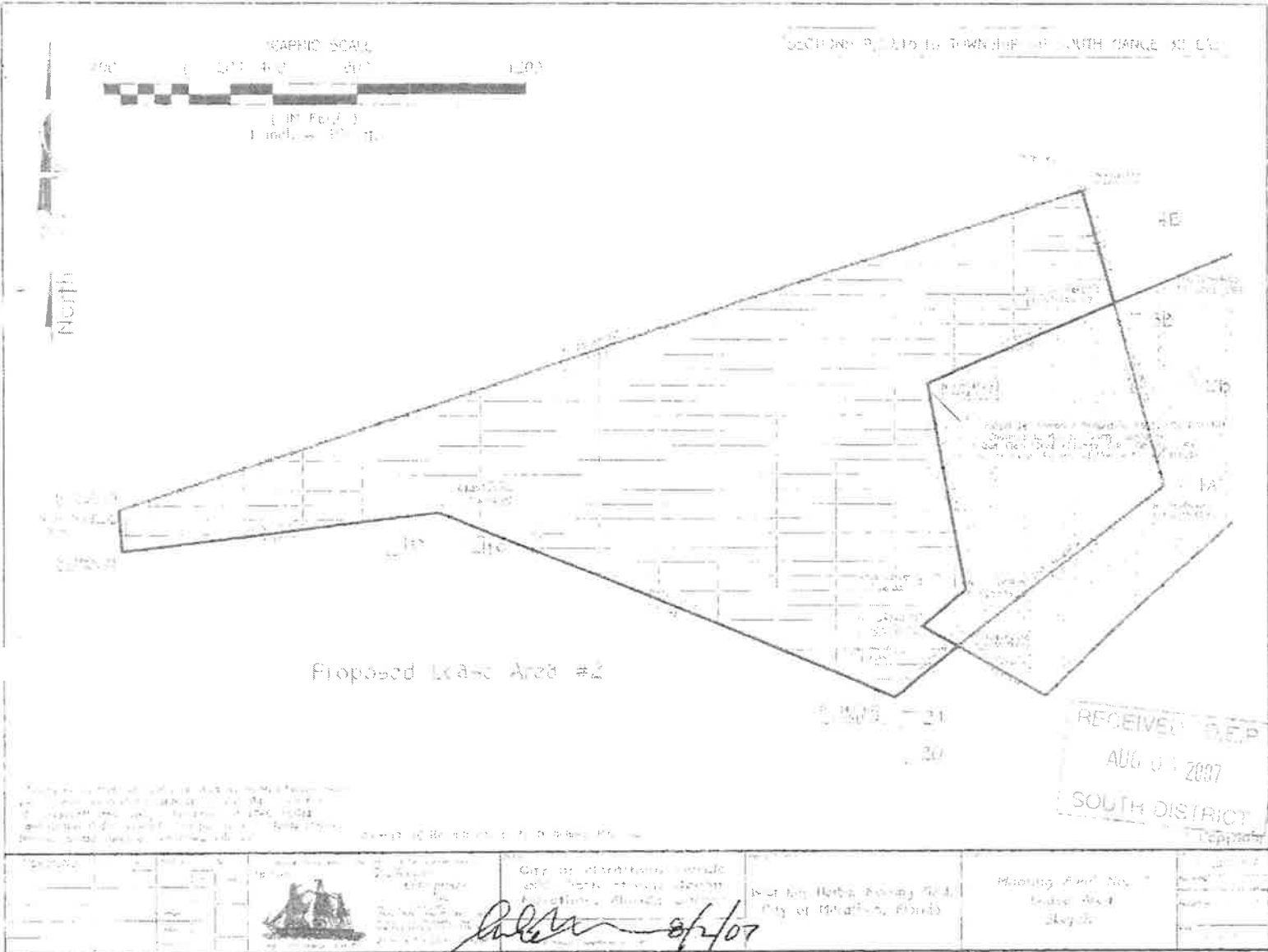
1983 NAD COORDINATES

REVISED SEC,TWP,RGE, 02/16/10 REVISED 03/31/11

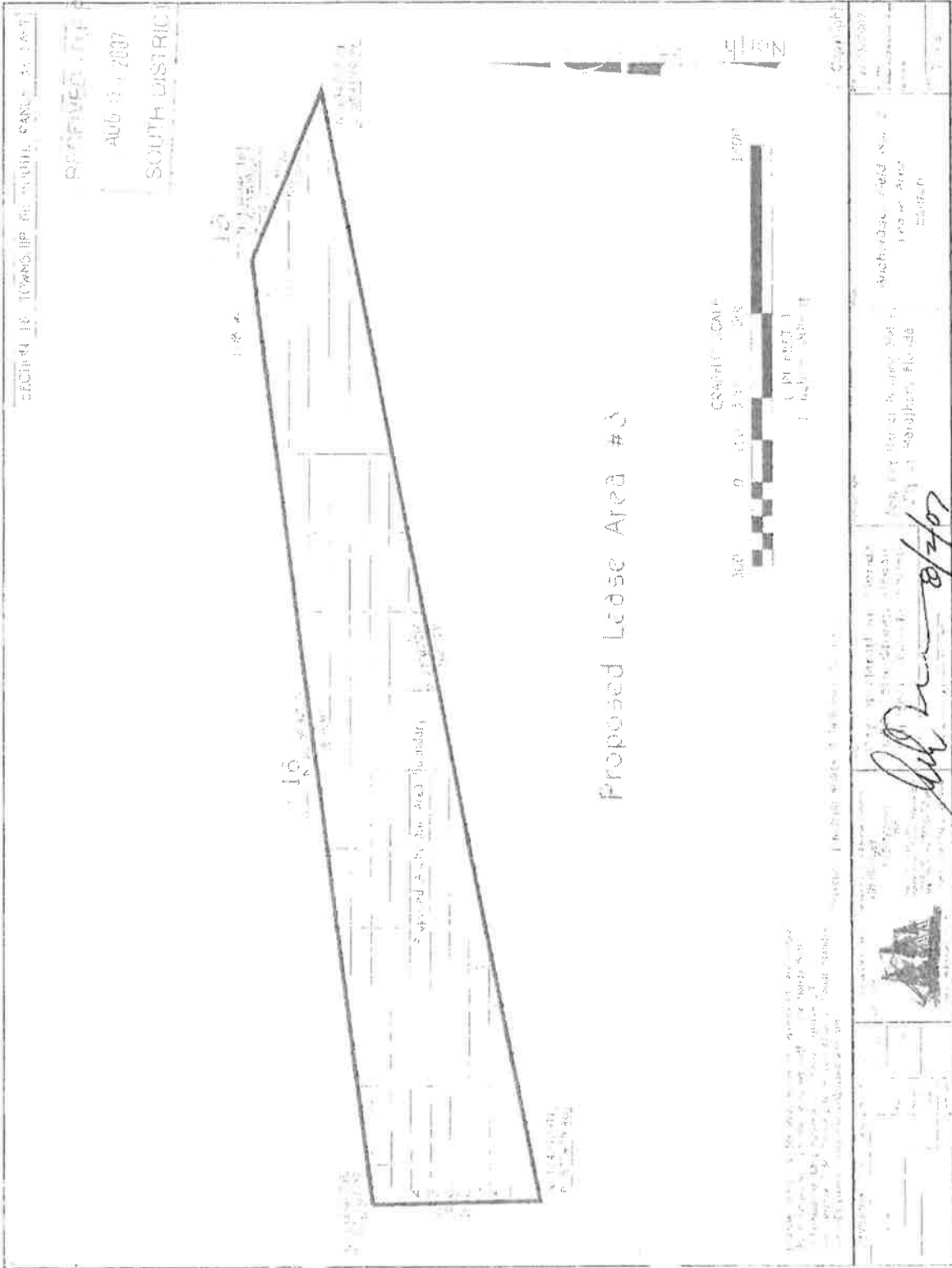
SHEET 5 OF 5







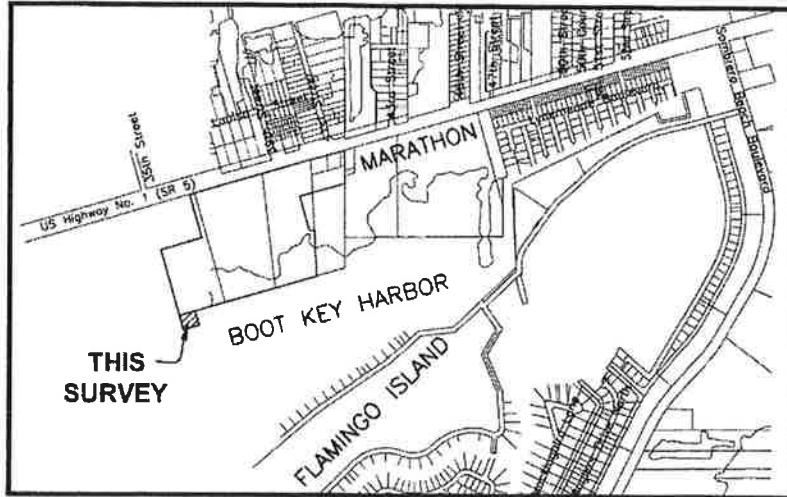






2120283081749 City of Marathon Submerged Land Lease Survey SKETCH 081749-V-3-SUB LAND LEASE DWG 8/14/2008 1:49:54 AM EDT

# 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

WE 10 08  
D.E.P. Marathon

REVISED 08-14-08



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
980 Village Boulevard, Suite 300  
Palm Beach, Florida 33407  
Phone: 561 684 6163 Fax: 561 894 3380  
Certificate of Authorization 8791

## SPECIFIC PURPOSE SURVEY

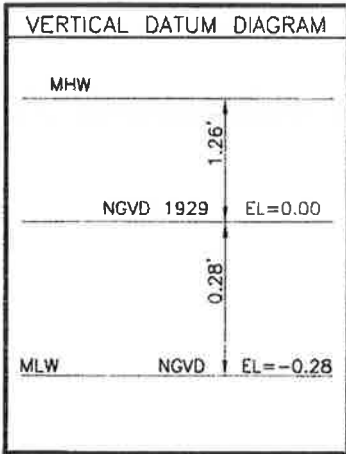
A PORTION OF SECTION 10,  
TOWNSHIP 66 SOUTH, RANGE 32 EAST  
CITY OF MARATHON, MONROE COUNTY, FLORIDA

SCALE: N.T.S.  
PROJECT No: 08-1740  
DATE: 04-21-08  
SHEET: 1/4  
CAD FILE: [blank]  
SHEET LEFT: [blank] OF: [blank]

**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 Lands Lease\Survey\SKETCH\081749-V-S-SUB LAND LEASE.dwg 8/14/2008 11:49:54 AM EDT



RECEIVED

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

DATE SIGNED: August 14, 2008

SIGNED: Kevin M. Decker  
 KEVIN M. DECKER  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 6168  
 STATE OF FLORIDA

REVISED: 08-14-08

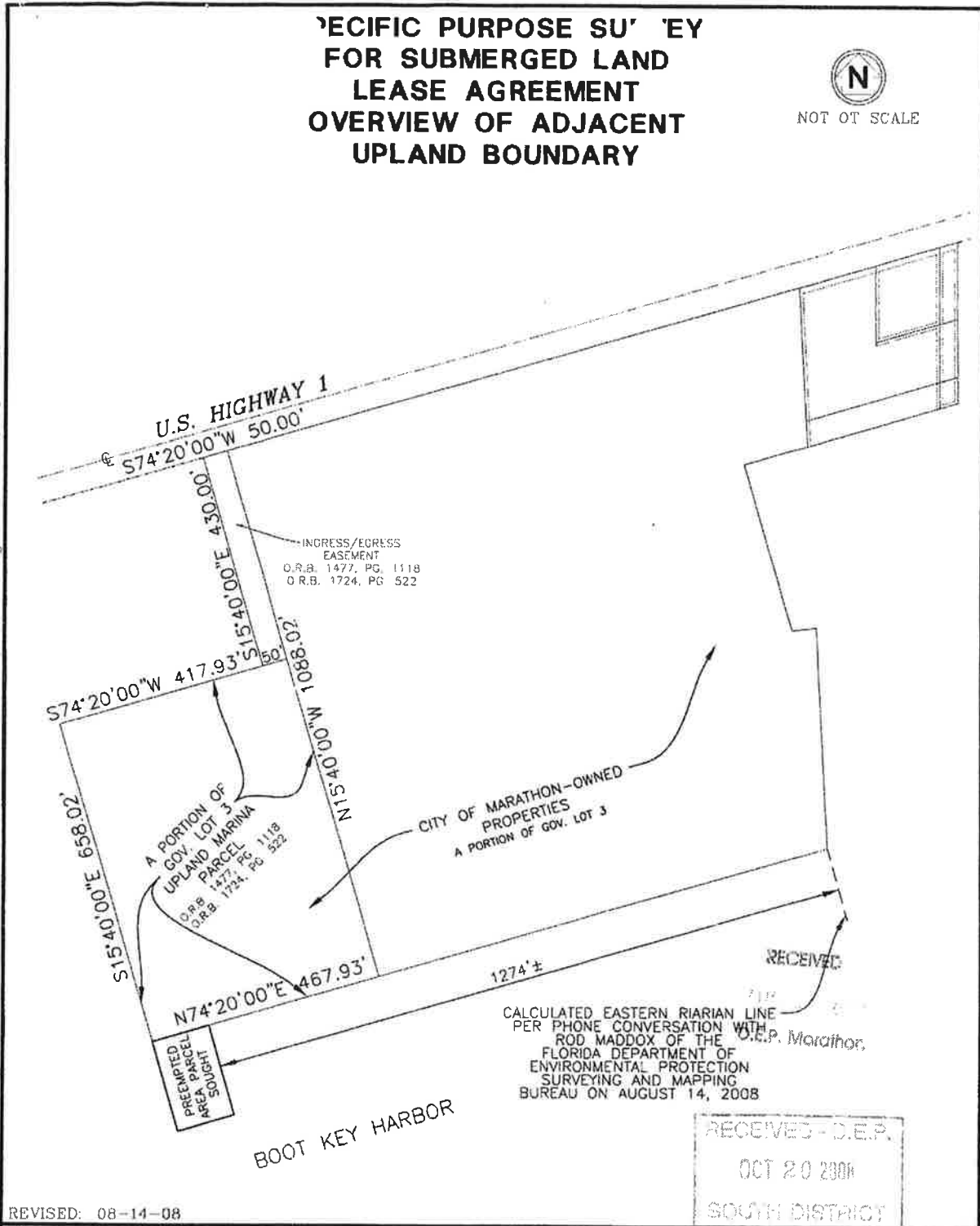
	Calvin, Giordano & Associates, Inc. Engineers Surveyors Planners 550 Village Boulevard Suite 343 West Palm Beach Florida 33409 Phone: 561.684.6181 Fax: 561.684.6380 Certificate of Authorization 6791	<b>SPECIFIC PURPOSE SURVEY</b> A PORTION OF SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST CITY OF MARATHON, MONROE COUNTY, FLORIDA	SCALE: N.T.S. DATE: 08-21-08	PROJECT No: 08-1749 CAD FILE:	SHEET: 2/4 SEE LEFT OF
	Certificate of Authorization 6791				

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



NOT TO SCALE

3:14:2008 08:17:49 City of Marathon Submerged Land Lease Survey\Sketch\08:749-V-S-SUB LAND LEASE.dwg 8/14/2008 11:49:54 AM EDT



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

RECEIVED - D.E.P.  
OCT 20 2006  
SOUTH DISTRICT

REVISED: 08-14-08



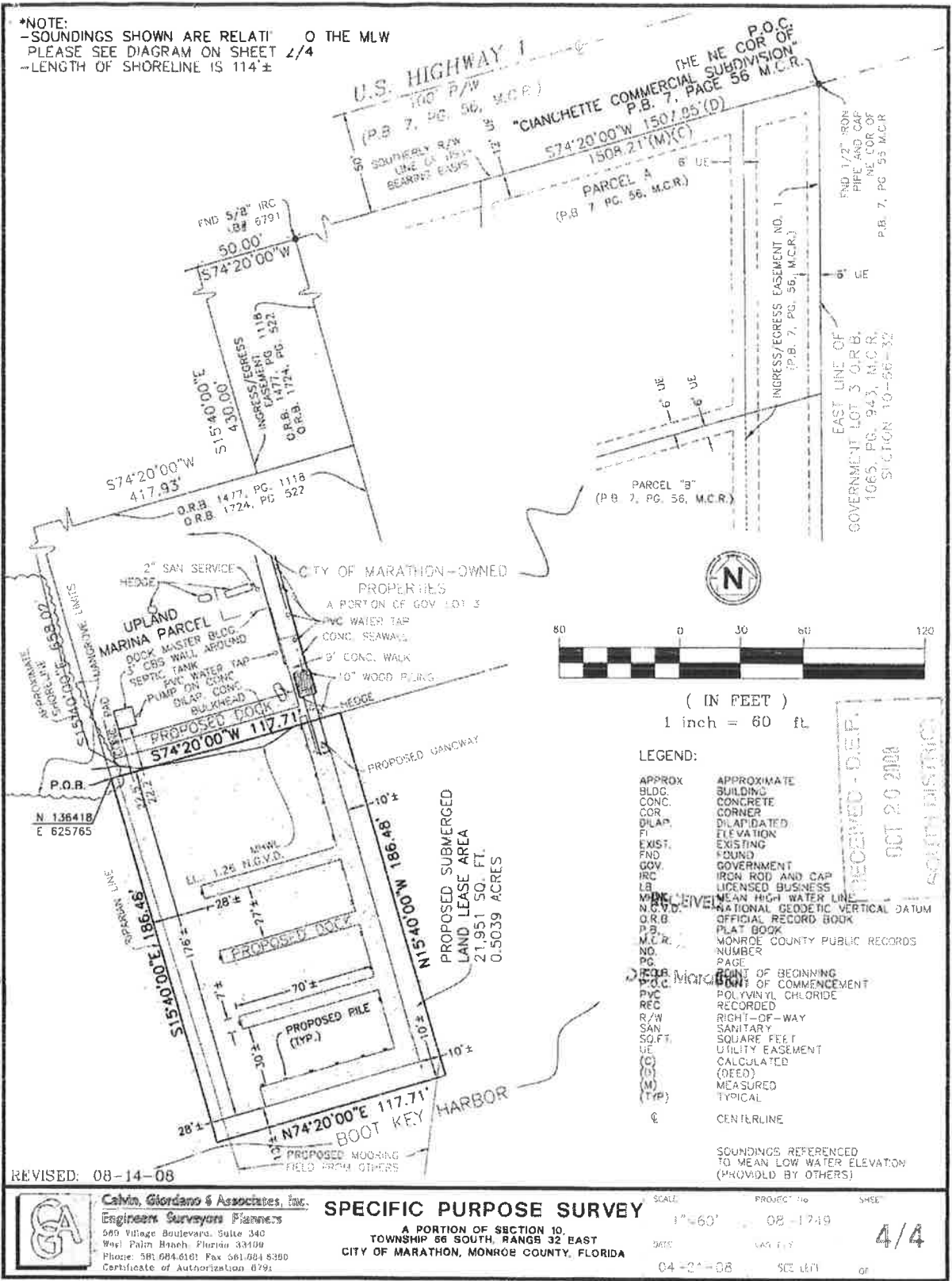
**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
560 Village Boulevard, Suite 340  
West Palm Beach, Florida 33409  
Phone: 561.884.0161 Fax: 561.584.0760  
Certificate of Authorization 6793

**SPECIFIC PURPOSE SURVEY**  
A PORTION OF SECTION 10,  
TOWNSHIP 68 SOUTH RANGE 32 EAST  
CITY OF MARATHON, MONROE COUNTY, FLORIDA

SCALE: N.T.S.  
PROJECT No: 08-1749  
DATE: 04-21-08  
SHEET: 3/4

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

Z:\2008\081749 City of Marathon submerged Lands Lease\Survey\SKETCH\081749-V-S-SUB LANDLEASE.dwg 8/14/2008 10:54 AM E91



REVISED: 08-14-08



**Calvin, Giordano & Associates, Inc.**  
 Engineer Surveyors Planners  
 569 Village Boulevard, Suite 340  
 West Palm Beach, Florida 33409  
 Phone: 561.684.6101 Fax: 561.684.5390  
 Certificate of Authorization 0791

**SPECIFIC PURPOSE SURVEY**  
 A PORTION OF SECTION 10,  
 TOWNSHIP 56 SOUTH, RANGE 32 EAST  
 CITY OF MARATHON, MONROE COUNTY, FLORIDA

SCALE: 1"=60'  
 PROJECT No: 08-1749  
 DATE: 04-24-08  
 SHEET: 4/4  
 SEE LEFT OF

RECEIVED - DEP.  
 OCT 20 2008  
 SURVEY DISTRICT



**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, the day and year aforesaid.



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 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