

MANAGEMENT AGREEMENT FOR CERTAIN SOVEREIGNTY  
SUBMERGED LANDS IN Monroe COUNTY, FLORIDA

AGREEMENT NO. MA-44-113  
BOT FILE NO. 442021579

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund holds title to certain sovereignty submerged lands in Monroe County, Florida; and

WHEREAS, the Board may authorize the management of said lands by virtue of Chapter 253.03, Florida Statutes; and

WHEREAS, the City of Key West desires to manage the subject lands for public purposes as outlined in Exhibit "A" attached hereto;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, referred to herein as "Board", hereby grants to the City of Key West, herein referred to as "Grantee", the right to manage for public purposes the site described in Exhibit "B" attached hereto and made part hereof, for a period of 5 years from December 29, 1995, the effective date of this Agreement, on the following terms and conditions:

1. Grantee shall manage the subject properties as provided in the management plan attached as Exhibit "A" in a manner which will not conflict with the conservation, protection and enhancement of said lands and which will not interfere with the maintenance of public navigation projects or other public works projects authorized by the United States Congress, and, as conditioned by permit No. 442021579, issued on December 29, 1995, by the Florida Department of Environmental Permitting, Division of Environmental Resource Permitting, attached hereto as Exhibit C, and made a part hereof.
2. The management plan attached hereto as Exhibit "A" shall be reviewed jointly by the Board and the Grantee at no greater than five (5) year intervals and updated as necessary. The Grantee shall not alter the property or engage in any activity except as provided for in the required plan without the prior written approval of the Board.
3. Upon execution of this Agreement, the Grantee shall have the right to enter and occupy the property for the purpose of fulfilling the activities designated in Paragraph 1 and Exhibit "A".
4. The Board shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this Agreement.
5. This Agreement does not convey any title interest to the area described in Exhibit "B" attached hereto.
6. This Agreement may be unilaterally terminated by either party, with or without cause, by providing written notice of the intent to terminate this Agreement to the other party at least 60 days prior to the proposed date of termination.
7. The Board retains the right to enter the property and to engage in management activities other than those provided for herein following notification to and consultation with the Grantee and further retains the right to grant approval for compatible uses of the property to third parties during the term of this Agreement. The Board shall determine whether or not any proposed use by a third party are compatible with the uses authorized herein.

8. Renewal of this agreement is at the sole option of the Board. Any renewal granted shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time.

9. This Agreement and any rights and privileges contained herein are for the sole use of the Grantee and shall not be assigned or transferred to any other party.

10. The Grantee agrees to assist in the investigation of injury or damage claims either for or against the State or the Board and pertaining to Grantee's area of responsibility or arising out of Grantee's management programs hereunder and to contact the Board regarding whatever legal action Grantee deems appropriate to remedy same.

11. The Grantee 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. Section 267.061(1)(b), Florida Statutes, specifies that title to all treasure trove, artifacts and such objects of antiquity having intrinsic, scientific or historical and archaeological value, which have been abandoned on state-owned lands or state-owned sovereignty submerged lands is vested in the Division of Historical Resources (DHR) of the Department of State, for the purpose of administration and protection for the State of Florida. Execution of this Agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The disturbance of archaeological and historical sites on state-owned lands is prohibited unless prior authorization has been obtained from DHR. All proposals for changes in the character or use of state lands shall be coordinated with DHR in order to mitigate potential damage or disturbance of, or to preserve, archaeological and historical sites and properties.

13. Upon termination or expiration of this Agreement, the Grantee agrees to leave all fixed improvements for the use of the Board and to put no claim upon said fixed improvements; or, at the option of the Board, the Grantee agrees to remove any or all improvements from the property at Grantee's expense.

14. The Grantee 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 Agreement or upon lands adjacent to and used as an adjunct of the area.

15. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to the recovery of its attorneys fees and costs incurred in such litigation including any appeal therefrom. Any lawsuit brought by either party against the other relating to or arising out of this Agreement shall be filed and maintained only in Leon County, Florida.

WITNESSES:

Bonnie Wilson  
Original Signature  
Bonnie Wilson  
Typed/Printed Name of Witness  
Leigh Oshields  
Original Signature  
Leigh Oshields  
Typed/Printed Name of Witness

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

(SEAL)  
By Daniel T. Crabb  
Daniel T. Crabb, Chief, Bureau of  
Land Management Services, Division  
of State Lands, Agent for the Board of  
Trustees of the Internal Improvement  
Trust Fund

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8 day of December, 19 97, by Daniel T. Crabb, Bureau Chief, who is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

Keith E. Clayton  
Notary Public, State of Florida

Keith E. Clayton  
Notary Public, State of Florida



Printed, Typed or Stamped Name  
MY COMMISSION # CC47553 EXPIRES  
September 4, 2001  
BONDED THRU TROY FARM INSURANCE, INC.

My Commission Expires:

Commission/Serial No.

WITNESSES:

Josephine Parker  
Original Signature  
Josephine Parker  
Typed/Printed Name of Witness  
Janet C. Ratcliff  
Original Signature  
Janet C. Ratcliff  
Typed/Printed Name of Witness

City of Key West (SEAL)  
Grantee

By Dennis Wardlow  
Original Signature of Executing Authority

Dennis Wardlow  
Typed/Printed Name of Executing Authority

Mayor  
Title of Executing Authority

"GRANTEE"

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 5th day of November, 19 97, by Dennis Wardlow as Mayor, for and on behalf of the City of Key West. He is personally known to me or who has produced as identification.

My Commission Expires:  
Diane W. Nicklaus  
MY COMMISSION # CC446437 EXPIRES  
March 19, 1999  
BONDED THRU TROY FARM INSURANCE, INC.

Commission/Serial No. CC446437

Diane W. Nicklaus  
Notary Public, State of FLORIDA

Diane W. Nicklaus  
Printed, Typed or Stamped Name

MANAGEMENT PLAN FOR THE CITY OF KEY WEST MOORING FIELD

SEAPLANE BASIN

KEY WEST, MONROE COUNTY, FLORIDA

FILE NUMBER 442021579

I. OBJECTIVE

The growing number of vessels anchoring in the Seaplane Basin at Key West has resulted in the increased destruction of vulnerable seagrass beds. Anchors rip up the rooted substrate in seagrass beds when they are removed and the anchor chain itself mows down the tops of seagrasses in an inverted funnel configuration when the vessels rotate taut at anchor with the ebb and flow of the tides. The cumulative effect of the individual destruction caused by each anchoring vessel impacts the continued growth and future viability of seagrasses in the Seaplane Basin. In order to protect the viability of aquatic resources in the basin yet continue to provide for the on going use of the basin as a safe harbor location, the creation of a mooring field was initiated. The City of Key West Mooring Field will provide both natural resource protection and control of anchoring vessels by implementing a managed system for the mooring of vessels and enforcing a no anchoring zone within the Seaplane Basin. This project is fully compatible with the Department's ecosystem management goals and objectives.

II. DESCRIPTION

The creation of the City of Key West Mooring Field will provide one-hundred forty-nine (149) permanent mooring sites for transient vessels. The mooring devices to be used are drilled or driven into the substrate bedrock and provide a secure permanent mooring for vessels. The installation and design of the individual moorings will have little, if any, impact on seagrasses. The design of the mooring field itself is such that spacing of each vessel, approximately one vessel per acre, will not shade or impair the future growth of seagrasses. Managing the mooring of vessels and restricting anchoring are the most viable solutions to the problems of increasing boating pressure for the protection of natural resources. The City of Key West Mooring Field boundaries will be demarcated by navigational lights and signs installed in accordance with the requirements of the U.S. Coast Guard and the Florida Marine Patrol. Both Manatee warning signs, and a notice that the area is a no anchor zone, will also be posted. Boaters using the mooring field facility will be expected to follow the rules of the mooring field, a copy of which will be given to them at the time of admission and payment of fees, by the Harbor Master at Garrison Bight Marina.

III. IMPLEMENTATION

Once the mooring field is completed the City of Key West, Department of Transportation will manage one-hundred forty nine, (149) buoys within the area designated as the mooring field which is designed to provide a secure mooring location for vessels on a fee bases. This fee will cover trash collection and a pump-out service. Upland access to Key West will be at Garrison Bight Marina via a water taxi. Docking space is also provided at Garrison Bight Marina for small boats for individuals who prefer to commute to shore using their own craft. The management of the entire Seaplane Basin will be under the authorization of the City of Key West, Department of Transportation (note map). The Harbor Master, located at Garrison Bight Marina will be responsible for the daily operation of all aspects of the mooring field. Operation of the mooring field is expected to consist of directing boaters to specific mooring locations, transportation to and from the mooring field from Garrison Bight Marina, the collection of mooring fees, and the enforcement of mooring field regulations.

IV. MANAGEMENT OBJECTIVES

The Seaplane Basin is entirely within the Management Agreement Area. This agreement calls for the City of Key West to enforce the basin wide no-anchoring requirement within this designated area. There will be no anchoring of any vessel within the Seaplane Basin except at designated mooring locations in the mooring field as directed by the Harbor Master at Garrison Bight Marina. Anchoring within the Seaplane Basin will be prohibited at all times other than during a declared emergency. The no anchoring restriction will be enforced by the City of Key West. Prior to implementation of this ruling the public will be notified through local news media defining the purpose and reason for the mooring field and the management changes as they pertain to anchoring within the Seaplane Basin.

# MANAGEMENT AGREEMENT AREA

## LAND DESCRIPTION:

A portion of Sections 28, 29, 30, 31 and 32, Township 67 South, Range 25 East, known as the Seaplane Basin - Key West, Monroe County, Florida, bounded as follows:


Being bounded on the Southeast by the apparent Northwest shore line and North right-of-way line of Roosevelt Boulevard (U.S. Highway No. 1), on the South by the apparent North shore line of the Naval Air Station at Trumbo Point Annex, on the West by the apparent East shore line of Fleming Key, and on the North by the Shark Drop Zone deep cut line and its westerly extension, on the East by the Easterly limits of the Shark Drop Zone deep cut line and the apparent Northerly, Westerly & Southwesterly shore line of Sigsbee Park U.S. Naval Reservation & Dredger Key Road.

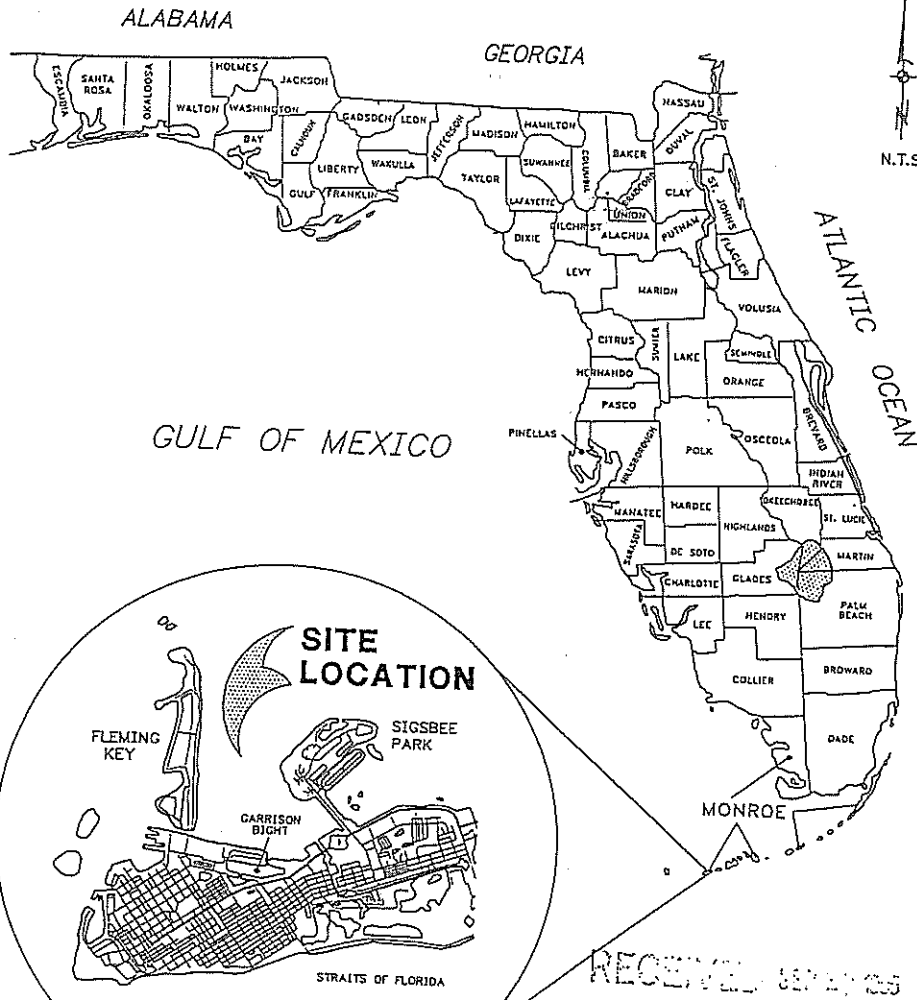
Said lands lying and situate in the City of Key West, Monroe County, Florida.

RECEIVED - SEP 19 1995

## MANAGEMENT AGREEMENT AREA


PREPARED BY  
**AVIROM-HALL AND ASSOCIATES INC.**  
 50 S.W. 2nd AVENUE, SUITE 102, BOCA RATON, FLORIDA, 33432  
 TELEPHONE: (407)392-2594 FAX: (407)394-7125

|   |           |      |            |                 |                    |
|---|-----------|------|------------|-----------------|--------------------|
|  DEPT. of ENVIRONMENTAL PROTECTION<br>BUREAU of SURVEY and MAPPING<br>3900 COLONNETH BLVD. TALLAHASSEE, FL 32309<br>(904) 488-2427 | REVISION  | DATE | SCALE      | COUNTY          | MONROE             |
|   |           |      |            | DRAWN BY        | J.A.F. SEC TWP RGE |
|   |           |      | CHECKED BY | M.D.A. OFF. NO. | 5384               |
|   | DWG. NAME | DATE | 8-06-95    | SHEET           | 10 OF 11           |

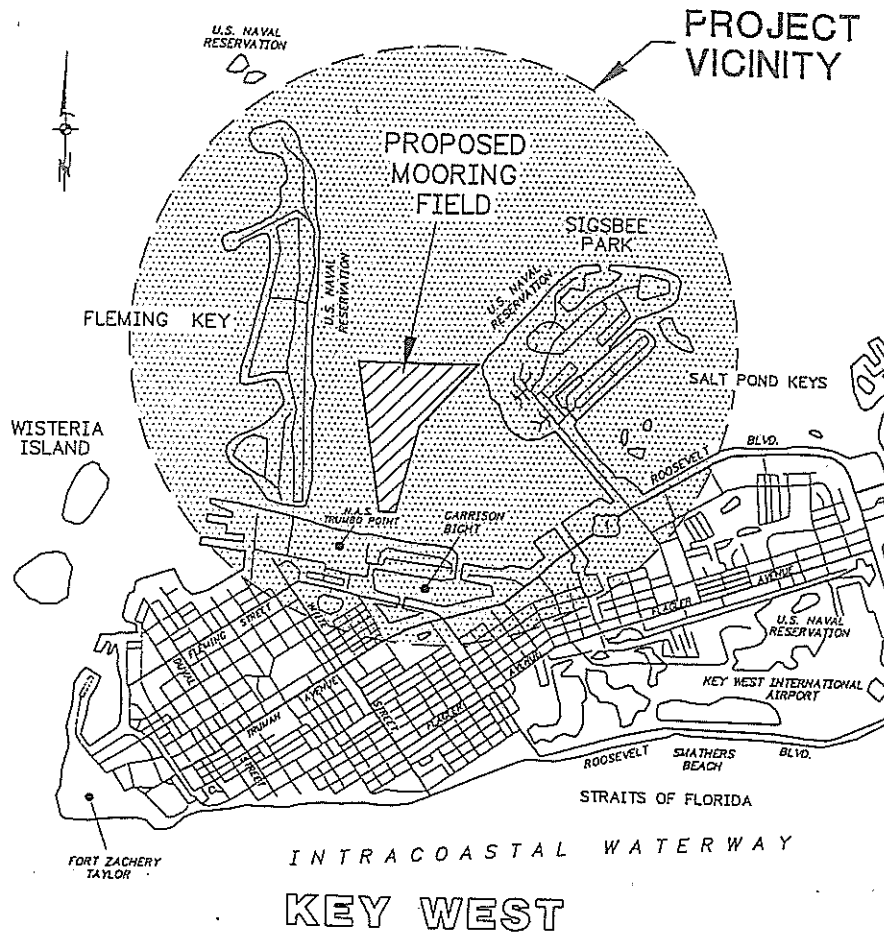


**GENERAL LOCATION MAP**

PREPARED BY  
**AVIROM-HALL AND ASSOCIATES INC.**  
 50 S.W. 2nd AVENUE, SUITE 102, BOCA RATON, FLORIDA, 33432  
 TELEPHONE: (407)392-2594 FAX: (407)394-7125

 **DEPT. of ENVIRONMENTAL PROTECTION**  
 BUREAU of SURVEY and MAPPING  
 3900 COMMONWEALTH BLDG. TALLAHASSEE, FL 32309  
 (904) 486-2427

|           |      |         |        |          |         |
|-----------|------|---------|--------|----------|---------|
| REVISION  | DATE | SCALE   | N.T.S. | COUNTY   | MONROE  |
|           |      |         |        | SEC      | TYP     |
|           |      |         |        |          | RCE     |
| DWG. NAME | DATE | 6-20-95 |        | OFF. NO. | 5384    |
|           |      |         |        | SHEET    | 1 OF 11 |



**CERTIFICATION:**

I HEREBY CERTIFY that the attached Special Purpose Survey of the herein described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction on June 20, 1995. I FURTHER CERTIFY that this Special Purpose Survey meets the Minimum Technical Standards set forth in Chapter 61D17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

*Michael D. Aviron*  
 MICHAEL D. AVIRON, P.L.S.  
 Florida Registration No. 3266  
 AVIRON - HALL & ASSOCIATES, INC.  
 L.B. No. 3309

RECEIVED

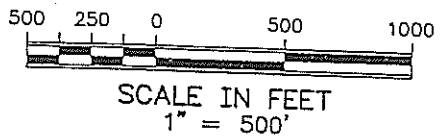
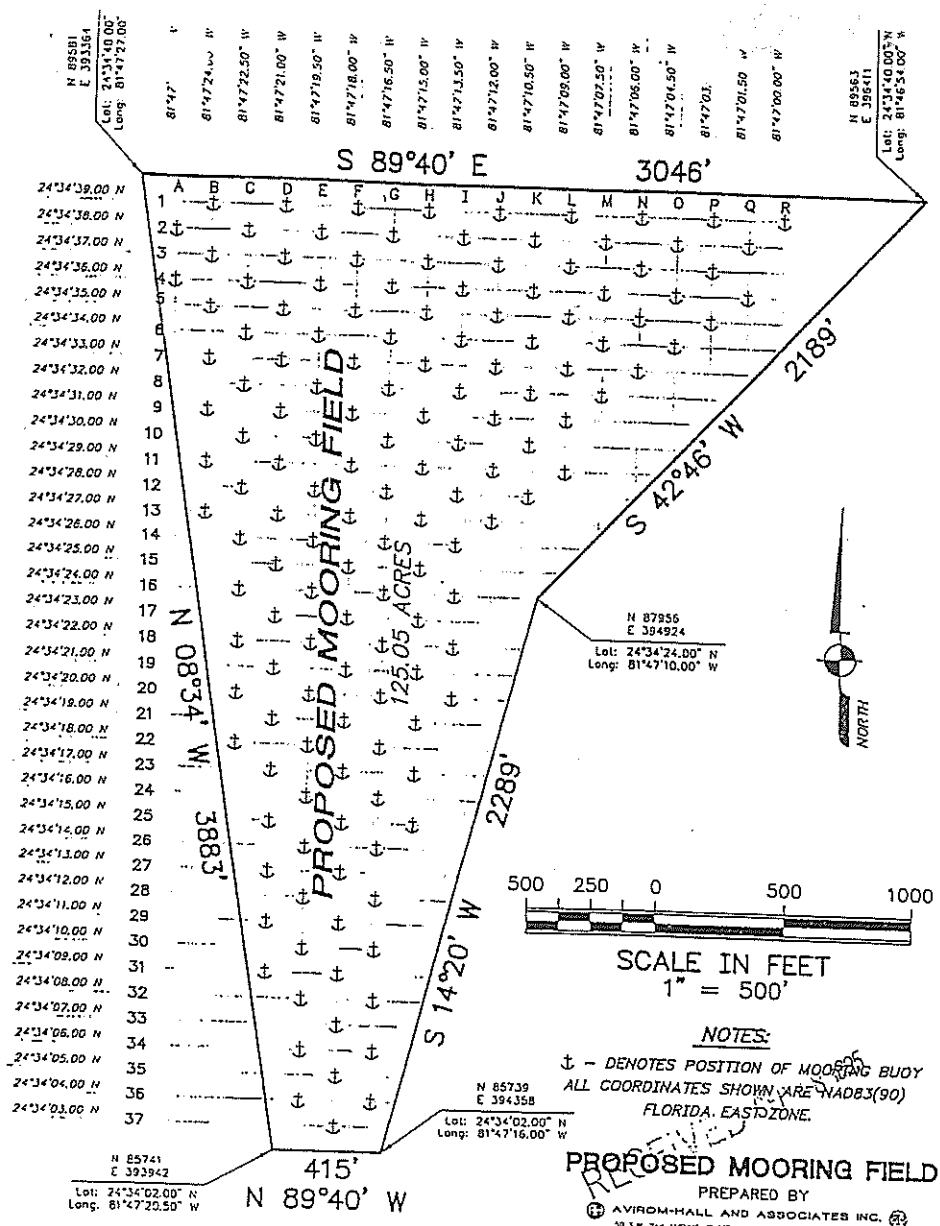
**VICINITY MAP**

PREPARED BY  
 AVIRON-HALL AND ASSOCIATES, INC.  
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 TELEPHONE: (407)392-2594 FAX: (407)394-7125



DEPT. of ENVIRONMENTAL PROTECTION  
 BUREAU of SURVEY and MAPPING  
 3900 COLMONAULTS BLVD., TALLAHASSEE, FL 32399  
 (904) 488-2427

| REVISION  | DATE | SCALE   | NOT TO SCALE | COUNTY        | HONROE |
|-----------|------|---------|--------------|---------------|--------|
|           |      |         |              |               |        |
|           |      |         |              |               |        |
|           |      |         |              |               |        |
| DWG. NAME | DATE | 6-20-95 |              | SHEET 2 OF 11 |        |



**NOTES:**  
 ⊕ - DENOTES POSITION OF MOORING BUOY  
 ALL COORDINATES SHOWN ARE NAD83(90)  
 FLORIDA, EAST ZONE.

**PROPOSED MOORING FIELD**  
 PREPARED BY  
 AVIROM-HALL AND ASSOCIATES INC. (C)  
 22 NW 24th AVENUE, SUITE 102, BOCA RATON, FLORIDA, 33432  
 TELEPHONE: (407)793-2334 FAX: (407)794-3125

DEPT. of ENVIRONMENTAL PROTECTION  
 BUREAU of SURVEY and MAPPING  
 3000 COMMONWEALTH BLVD., TALLAHASSEE, FL 32309  
 (904) 488-2427

| REVISION | DATE | SCALE | 1" TO 500' | COUNTY | MONROE |
|----------|------|-------|------------|--------|--------|
|          |      |       |            |        |        |
|          |      |       |            |        |        |
|          |      |       |            |        |        |
|          |      |       |            |        |        |

Exhibit B  
 Page 8 of 36 Pages  
 Management Agreement No. MA-47...



# MOORING BUOY POSITIONS

| POSITION | Latitude      | Longitude     |
|----------|---------------|---------------|
| A-2      | 24°34'38.0" N | 81°47'25.5" W |
| A-4      | 24°34'36.0" N | 81°47'25.5" W |
| B-1      | 24°34'39.0" N | 81°47'24.0" W |
| B-3      | 24°34'37.0" N | 81°47'24.0" W |
| B-5      | 24°34'35.0" N | 81°47'24.0" W |
| B-7      | 24°34'33.0" N | 81°47'24.0" W |
| B-9      | 24°34'31.0" N | 81°47'24.0" W |
| B-11     | 24°34'29.0" N | 81°47'24.0" W |
| B-13     | 24°34'27.0" N | 81°47'24.0" W |
| C-2      | 24°34'38.0" N | 81°47'22.5" W |
| C-4      | 24°34'36.0" N | 81°47'22.5" W |
| C-5      | 24°34'34.0" N | 81°47'22.5" W |
| C-8      | 24°34'32.0" N | 81°47'22.5" W |
| C-10     | 24°34'30.0" N | 81°47'22.5" W |
| C-12     | 24°34'28.0" N | 81°47'22.5" W |
| C-14     | 24°34'26.0" N | 81°47'22.5" W |
| C-16     | 24°34'24.0" N | 81°47'22.5" W |
| C-18     | 24°34'22.0" N | 81°47'22.5" W |
| C-20     | 24°34'20.0" N | 81°47'22.5" W |
| C-22     | 24°34'18.0" N | 81°47'22.5" W |
| D-1      | 24°34'39.0" N | 81°47'21.0" W |
| D-3      | 24°34'37.0" N | 81°47'21.0" W |
| D-5      | 24°34'35.0" N | 81°47'21.0" W |
| D-7      | 24°34'33.0" N | 81°47'21.0" W |
| D-9      | 24°34'31.0" N | 81°47'21.0" W |
| D-11     | 24°34'29.0" N | 81°47'21.0" W |
| D-13     | 24°34'27.0" N | 81°47'21.0" W |
| D-15     | 24°34'25.0" N | 81°47'21.0" W |
| D-17     | 24°34'23.0" N | 81°47'21.0" W |
| D-19     | 24°34'21.0" N | 81°47'21.0" W |
| D-21     | 24°34'19.0" N | 81°47'21.0" W |
| D-23     | 24°34'17.0" N | 81°47'21.0" W |
| D-25     | 24°34'15.0" N | 81°47'21.0" W |
| D-27     | 24°34'13.0" N | 81°47'21.0" W |
| D-29     | 24°34'11.0" N | 81°47'21.0" W |
| D-31     | 24°34'09.0" N | 81°47'21.0" W |
| E-2      | 24°34'38.0" N | 81°47'19.5" W |
| E-4      | 24°34'36.0" N | 81°47'19.5" W |
| E-6      | 24°34'34.0" N | 81°47'19.5" W |
| E-8      | 24°34'32.0" N | 81°47'19.5" W |
| E-10     | 24°34'30.0" N | 81°47'19.5" W |
| E-12     | 24°34'28.0" N | 81°47'19.5" W |
| E-14     | 24°34'26.0" N | 81°47'19.5" W |
| E-16     | 24°34'24.0" N | 81°47'19.5" W |
| E-18     | 24°34'22.0" N | 81°47'19.5" W |
| E-20     | 24°34'20.0" N | 81°47'19.5" W |

| POSITION | Latitude      | Longitude     |
|----------|---------------|---------------|
| E-22     | 24°34'18.0" N | 81°47'19.5" W |
| E-24     | 24°34'16.0" N | 81°47'19.5" W |
| E-26     | 24°34'14.0" N | 81°47'19.5" W |
| E-28     | 24°34'12.0" N | 81°47'19.5" W |
| E-30     | 24°34'10.0" N | 81°47'19.5" W |
| E-32     | 24°34'08.0" N | 81°47'19.5" W |
| E-34     | 24°34'06.0" N | 81°47'19.5" W |
| E-36     | 24°34'04.0" N | 81°47'19.5" W |
| F-1      | 24°34'39.0" N | 81°47'18.0" W |
| F-3      | 24°34'37.0" N | 81°47'18.0" W |
| F-5      | 24°34'35.0" N | 81°47'18.0" W |
| F-7      | 24°34'33.0" N | 81°47'18.0" W |
| F-9      | 24°34'31.0" N | 81°47'18.0" W |
| F-11     | 24°34'29.0" N | 81°47'18.0" W |
| F-13     | 24°34'27.0" N | 81°47'18.0" W |
| F-15     | 24°34'25.0" N | 81°47'18.0" W |
| F-17     | 24°34'23.0" N | 81°47'18.0" W |
| F-19     | 24°34'21.0" N | 81°47'18.0" W |
| F-21     | 24°34'19.0" N | 81°47'18.0" W |
| F-23     | 24°34'17.0" N | 81°47'18.0" W |
| F-25     | 24°34'15.0" N | 81°47'18.0" W |
| F-27     | 24°34'13.0" N | 81°47'18.0" W |
| F-29     | 24°34'11.0" N | 81°47'18.0" W |
| F-31     | 24°34'09.0" N | 81°47'18.0" W |
| F-33     | 24°34'07.0" N | 81°47'18.0" W |
| F-35     | 24°34'05.0" N | 81°47'18.0" W |
| F-37     | 24°34'03.0" N | 81°47'18.0" W |
| G-2      | 24°34'38.0" N | 81°47'16.5" W |
| G-4      | 24°34'36.0" N | 81°47'16.5" W |
| G-6      | 24°34'34.0" N | 81°47'16.5" W |
| G-8      | 24°34'32.0" N | 81°47'16.5" W |
| G-10     | 24°34'30.0" N | 81°47'16.5" W |
| G-12     | 24°34'28.0" N | 81°47'16.5" W |
| G-14     | 24°34'26.0" N | 81°47'16.5" W |
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| G-18     | 24°34'22.0" N | 81°47'16.5" W |
| G-20     | 24°34'20.0" N | 81°47'16.5" W |
| G-22     | 24°34'18.0" N | 81°47'16.5" W |
| G-24     | 24°34'16.0" N | 81°47'16.5" W |
| G-26     | 24°34'14.0" N | 81°47'16.5" W |
| G-28     | 24°34'12.0" N | 81°47'16.5" W |
| G-30     | 24°34'10.0" N | 81°47'16.5" W |
| G-32     | 24°34'08.0" N | 81°47'16.5" W |
| G-34     | 24°34'06.0" N | 81°47'16.5" W |
| G-36     | 24°34'04.0" N | 81°47'16.5" W |

PREPARED BY  
 AVIROM-HALL AND ASSOCIATES INC.   
 22 S.W. 2nd AVENUE, SUITE 102, DEER BEACH, FLORIDA 33432  
 TELEPHONE: (407)331-2394 FAX: (407)331-7122



DEPT. of ENVIRONMENTAL PROTECTION  
 BUREAU of SURVEY and MAPPING  
 3000 COMMONWEALTH BLVD. TALLAHASSEE, FL 32309  
 (904) 485-2427

|           |      |         |               |            |                          |
|-----------|------|---------|---------------|------------|--------------------------|
| REVISION  | DATE | SCALE   | 1" TO 500'    | COUNTY     | MONROE                   |
|           |      |         |               | DRAWN BY   | K.M. C-A-T   SEC TYP RGE |
|           |      |         |               | CHECKED BY | OFF. NO. 5384            |
| DWG. NAME | DATE | G-19-95 | SHEET 6 OF 11 |            |                          |

# MOORING BUOY POSITION

| POSITION | Latitude      | Longitude     |
|----------|---------------|---------------|
| H-1      | 24°34'39.0" N | 81°47'15.0" W |
| H-3      | 24°34'37.0" N | 81°47'15.0" W |
| H-5      | 24°34'35.0" N | 81°47'15.0" W |
| H-7      | 24°34'33.0" N | 81°47'15.0" W |
| H-9      | 24°34'31.0" N | 81°47'15.0" W |
| H-11     | 24°34'29.0" N | 81°47'15.0" W |
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| H-17     | 24°34'23.0" N | 81°47'15.0" W |
| H-19     | 24°34'21.0" N | 81°47'15.0" W |
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| H-23     | 24°34'17.0" N | 81°47'15.0" W |
| H-25     | 24°34'15.0" N | 81°47'15.0" W |
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| I-6      | 24°34'34.0" N | 81°47'13.5" W |
| I-8      | 24°34'32.0" N | 81°47'13.5" W |
| I-10     | 24°34'30.0" N | 81°47'13.5" W |
| I-12     | 24°34'28.0" N | 81°47'13.5" W |
| I-14     | 24°34'26.0" N | 81°47'13.5" W |
| I-16     | 24°34'24.0" N | 81°47'13.5" W |
| I-18     | 24°34'22.0" N | 81°47'13.5" W |
| I-20     | 24°34'20.0" N | 81°47'13.5" W |
| J-1      | 24°34'39.0" N | 81°47'12.0" W |
| J-3      | 24°34'37.0" N | 81°47'12.0" W |
| J-5      | 24°34'35.0" N | 81°47'12.0" W |
| J-7      | 24°34'33.0" N | 81°47'12.0" W |
| J-9      | 24°34'31.0" N | 81°47'12.0" W |
| J-11     | 24°34'29.0" N | 81°47'12.0" W |
| J-13     | 24°34'27.0" N | 81°47'12.0" W |

| POSITION | Latitude      | Longitude     |
|----------|---------------|---------------|
| K-2      | 24°34'38.0" N | 81°47'10.5" W |
| K-4      | 24°34'36.0" N | 81°47'10.5" W |
| K-6      | 24°34'34.0" N | 81°47'10.5" W |
| K-8      | 24°34'32.0" N | 81°47'10.5" W |
| K-10     | 24°34'30.0" N | 81°47'10.5" W |
| K-12     | 24°34'28.0" N | 81°47'10.5" W |
| L-1      | 24°34'39.0" N | 81°47'09.0" W |
| L-3      | 24°34'37.0" N | 81°47'09.0" W |
| L-5      | 24°34'35.0" N | 81°47'09.0" W |
| L-7      | 24°34'33.0" N | 81°47'09.0" W |
| L-9      | 24°34'31.0" N | 81°47'09.0" W |
| L-11     | 24°34'29.0" N | 81°47'09.0" W |
| M-2      | 24°34'38.0" N | 81°47'07.5" W |
| M-4      | 24°34'36.0" N | 81°47'07.5" W |
| M-6      | 24°34'34.0" N | 81°47'07.5" W |
| M-8      | 24°34'32.0" N | 81°47'07.5" W |
| N-1      | 24°34'39.0" N | 81°47'06.0" W |
| N-3      | 24°34'37.0" N | 81°47'06.0" W |
| N-5      | 24°34'35.0" N | 81°47'06.0" W |
| N-7      | 24°34'33.0" N | 81°47'06.0" W |
| O-2      | 24°34'38.0" N | 81°47'04.5" W |
| O-4      | 24°34'36.0" N | 81°47'04.5" W |
| O-6      | 24°34'34.0" N | 81°47'04.5" W |
| P-1      | 24°34'39.0" N | 81°47'03.0" W |
| P-3      | 24°34'37.0" N | 81°47'03.0" W |
| P-5      | 24°34'35.0" N | 81°47'03.0" W |
| Q-2      | 24°34'38.0" N | 81°47'01.5" W |
| Q-4      | 24°34'36.0" N | 81°47'01.5" W |
| R-1      | 24°34'39.0" N | 81°47'00.0" W |

RECEIVED SEP 18 1995

PREPARED BY

AVIROM-HALL AND ASSOCIATES INC.  
 22 S.W. 2nd AVENUE, SUITE 101, BOCA RATON, FLORIDA 33432  
 TEL: 561-994-1100 FAX: 561-994-1101



DEPT. of ENVIRONMENTAL PROTECTION  
 BUREAU of SURVEY and MAPPING  
 3900 COMMONWEALTH BLVD. TALLAHASSEE, FL 32399  
 (904) 486-2427

| REVISION  | DATE | SCALE   | 1" TO 500' | COUNTY   | MONRDE  |
|-----------|------|---------|------------|----------|---------|
|           |      |         |            |          |         |
|           |      |         |            |          |         |
|           |      |         |            |          |         |
|           |      |         |            |          |         |
| DWG. NAME | DATE | 6-18-95 |            | OFF. NO. | 5384    |
|           |      |         |            | SHEET    | 7 OF 11 |



# Department of Environmental Protection

Lawton Chiles  
Governor

Twin Towers Office Building  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Virginia B. Wetherell  
Secretary

**PERMITTEE:**

City of Key West  
Department of Transportation  
c/o Raymond Archer  
Post Office Box 1078  
Key West, FL 33040

Permit Number: 442021579  
Date of Issue: 2/29/95  
Expiration Date: 2/29/2000  
County: Monroe  
Project: Wetland Resource, 5  
years

This permit is issued under the provisions of Chapters 373 and 403, Florida Statutes, Public Law 92-500, Title 62, and Rule 62-312, Florida Administrative Code. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with the department and made a part hereof and specifically described as follows:

**PROJECT DESCRIPTION:**

To construct a 149 slip mooring area by: driving 149 Manta Ray anchor units into the substrate and installing 5 marine signal lights to mark the boundaries of the mooring area. This project is issued in conjunction with Variance VE-44-683.

**PROJECT LOCATION:**

The project site is located Key West Seaplane Basin, Florida Bay, City of Key West, Monroe County, Section 32, Township 67 South, Range 25 East, Class III Waters.

**GENERAL CONDITIONS:**

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights,

*"Protect, Conserve and Manage Florida's Environment and Natural Resources"*

*Printed on recycled paper.*

nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.

4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.

6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:

- (a) Have access to and copy any records that must be kept under conditions of the permit;
- (b) Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
- (c) Sample or monitor any substances or parameters at any location reasonable necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

- a. A description of and cause of noncompliance; and
- b. The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.

11. This permit is transferable only upon Department approval in accordance with Rules 62-4.120 and 62-730.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

13. This permit also constitutes Certification of Compliance with State Water Quality Standards (Section 401, PL 92-500).

14. The permittee shall comply with the following:

- a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
- b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
- c. Records of monitoring information shall include:
  1. the date, exact place, and time of sampling or measurements;
  2. the person responsible for performing the sampling or measurements;
  3. the dates analyses were performed;
  4. the person responsible for performing the analyses;
  5. the analytical techniques or methods used; and
  6. the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

**SPECIFIC CONDITIONS:**

1. The permittee is hereby advised that Florida law states: "No person shall commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund or the Department of Environmental Protection under Chapter 253, until such person has received from the Board of Trustees of the Internal Improvement Trust Fund the required lease, license, easement, or other form of consent authorizing the proposed use." Pursuant to Florida Administrative Code Rule 18-14, if such work is done without consent, or if a person otherwise damages state land or products of state land, the Board of Trustees may levy administrative fines of up to \$10,000 per offense.

2. If historical or archaeological artifacts, such as Indian canoes, are discovered at any time within the project site the permittee shall immediately notify the district office and the Bureau of Historic Preservation, Division of Historical Resources, R. A. Gray Building, 500 S. Bronough St., Tallahassee, Florida 32399-0250.

3. At least 48 hours prior to commencement of work authorized by this permit, the permittee shall notify the Department of Environmental Protection, Bureau of Submerged Lands and Environmental Resources in Tallahassee, and the District office in , in writing of this commencement.

Semi-annual narrative progress reports shall be submitted to the Bureau of Submerged Lands and Environmental Resources and the Department's Water Management Program, South Florida District branch office in Marathon indicating the status of the project. The cover page shall indicate the permit number, project name and the permittee name. The report shall include the following information:

- a. Date permitted activity was begun; if work has not begun on-site, please so indicate.
- b. Brief description and extent of work completed since the previous report or since the permit was issued. Indicate on copies of the permit drawings those areas where work has been completed. Also indicate any areas in which the actual impacts were less than the scope of the permitted work.
- c. Brief description and extent of work anticipated in the next six months. Indicate on copies of the permit

drawings those areas where it is anticipated that work will be done.

- d. The reports shall include on the first page, just below the title, the certification of the following statement by the individual who supervised preparation of the report: "This report represents a true and accurate description of the activities conducted during the six month period covered by this report."

The first semi-annual progress report is due six months from the date of permit issuance.

5. The rules and regulations for the operation of the mooring field, included in Attachment A, are a part of this permit. Any changes to the rule and regulations shall require written approval from the Department. These rule and regulations shall apply for the life of the facility.

6. Before initiating any construction authorized in this permit, the permittee shall enter into a management agreement with the DEP, Division of State Lands. The management agreement applies to the mooring field and the surrounding basin as shown on sheets 10 and 11 of the attached permit drawings. The purposes of the management agreement are to bestow the responsibility of stewardship for the management area on the permittee and to require that mooring within the management area is only allowed in the mooring field authorized in this permit. Mooring is prohibited in any part of the management area outside of the mooring field. Before executing the management agreement, the permittee shall submit the agreement for review and written approval by the Bureau of Submerged Lands and Environmental Resources. The agreement shall be recorded in Monroe County no more than 30 days after its execution. The management agreement shall be implemented for the life of the facility.

7. Marine lights, also called regulatory markers, shall be installed along the perimeter of the mooring field at the locations shown on sheet 4 of the attached permit drawings. Installation of the lights shall be completed before installation of the mooring apparatus begins. The lights shall be maintained in working condition for the life of the facility.

8. The mooring apparatus shall be a mantra ray anchoring system with poly or nylon rope, floats and mooring buoy to prevent any substrate damage. Any replacement that may be necessary shall use this apparatus for the life of the facility. Any proposed



change in mooring system must be submitted to the Department as a minor modification request.

9. To ensure that seagrass impacts are minimized during construction the manta ray anchoring systems shall be driven into the substrate.

10. In order to ensure that manatees are not adversely affected by the construction activities authorized by this permit, the permittee shall adhere to the following conditions:

- a. The contractor instructs all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction personnel are responsible for observing water-related activities for the presence of manatee(s), and shall implement appropriate precautions to ensure protection of the manatee(s).
- b. All construction personnel are advised that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act. The permittee and/or contractor may be held responsible for any manatee harmed, harassed, or killed as a result of construction activities.
- c. Prior to commencement of construction, the prime contractor involved in the construction activities shall construct and display at least two temporary signs (placards) concerning manatees. For all vessels, a temporary sign (at least 8 1/2" X 11") reading "Manatee Habitat/Idle Speed In Construction Area" will be placed in a prominent location visible to employees operating the vessels. In the absence of a vessel, a temporary sign (at least 2' X 2') reading "Warning: Manatee Habitat" will be posted in a location prominently visible to land based, water-related construction crews.

A second temporary sign (at least 8 1/2" X 11") reading "Warning, Manatee Habitat: Operation of any equipment closer than 50 feet to a manatee shall necessitate immediate shutdown of that equipment. Any collision with and/or injury to a manatee shall be reported immediately to the Florida Marine Patrol at 1-800-DIAL-FMP" will be located prominently adjacent to

- the displayed issued construction permit. Temporary notices are to be removed by the permittee upon completion of construction.
- d. Siltation barriers are properly secured so that manatees cannot become entangled, and are monitored at least daily to avoid manatee entrapment. Barriers must not block manatee entry to or exit from essential habitat.
  - e. All vessels associated with the project operate at "idle speed/no wake" at all times while in the construction area and while in water where the draft of the vessel provides less than a four foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
  - f. If manatees are seen within 100 yards of the active daily construction/dredging operation all appropriate precautions shall be implemented to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet of a manatee. Operation of any equipment closer than 50 feet to a manatee shall necessitate immediate shutdown of that equipment.
  - g. Any collision with and/or injury to a manatee shall be reported immediately to the Florida Marine Patrol (1-800-DIAL-FMP) and to the Office of Protected Species Management (904) 922-4330.
  - h. The contractor maintains a log detailing sightings, collisions, or injuries to manatees should they occur during the contract period. A report summarizing incidents and sightings shall be submitted to the Florida Department of Environmental Protection, Office of Protected Species Management, Mail Station 245, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 and to the U.S. Fish and Wildlife Service Office, 3100 University Boulevard, Jacksonville, Florida 32216. This report must be submitted annually or following the completion of the project if the contract period is less than a year.
  11. The permittee shall install permanent manatee awareness signs and informational displays. The permittee shall coordinate with the DEP, Bureau of Protected Species Management (BPSM) to decide on the location and content of these signs and displays. The permittee shall notify, in writing, the Bureau of Submerged

Lands and Environmental Resources of the approved signs and displays by submitting an approval letter from the DEP, Bureau of Protected Species Management.

12. The permittee shall submit a plan for quantitatively monitoring the seagrasses within the mooring area to determine the impacts of construction and operation of the facility. At a minimum the plan shall include a monitoring event shortly before construction starts, a monitoring event immediately after construction is completed and monitoring seasonally for at least three years after the facility reaches 75% occupancy. Monitoring reports shall be prepared as follows: 1) A report comparing the pre- and post-construction monitoring events shall be prepared. The report shall include but not be limited to, identifying all areas of impact and determining the acreage of seagrass area that was directly impacted and the acreage of secondary impacts (as determined by reduced percent cover or similar means); 2) A report shall be prepared once a year for the three years of monitoring after occupancy. The report shall assess and differentiate between changes in the grassbeds resulting from operation of the facility and changes resulting from natural seasonal variation. In order to accomplish this, another area within the management area will have to be monitored simultaneously with the mooring field.

Construction of the facility shall not begin until the Bureau of Submerged Lands and Environmental Resources reviews and approves the monitoring plan. The monitoring plan and reporting requirements shall be included in a long-term agreement to provide assurance that the monitoring and reporting will be completed even if the permit expires before their completion.

13. Boat maintenance or repair activities requiring removal of a vessel from the water, or removal of any major portions of the vessel, including the engine, for purposes of routine repair or maintenance on site, shall be prohibited for the life of the facility, except where removal is necessitated by emergency conditions which have resulted in or can result in the sinking of a vessel. Specifically prohibited shall be any discharges or release of: oils or greases associated with engine and hydraulic repairs, and related metal based bottom paints associated with hull scraping, cleaning, and painting. Minor repairs and boat maintenance that will not cause or contribute to the release of water pollutants, and which are performed by owners or qualified marine mechanics, shall be allowed.

14. Within 30 days of permit issuance, the permittee shall enter into a binding long-term agreement with the Department, the

*part in  
permit  
agreement*

Permittee: City of Key West  
Permit No: 442021579  
Page 10

language of which is included as an appendix to this permit. This agreement shall evidence the obligation of the permittee to comply with Specific Condition Nos. 5, 6, 7, 8, 11, 12, and 13 for the life of the facility, notwithstanding the fact that this permit will expire in 5-years. The agreement shall be submitted to the Bureau of Submerged Lands and Environmental Resources for final review and execution. The fully executed agreement shall be recorded by the permittee with Monroe County, and proof of its recording shall be submitted to the Bureau of Submerged Lands and Environmental Resources within 60 days of permit issuance.

Recommended by Constance Berak

expiring in  
5  
years  
2000  
Dec 29, 2000

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

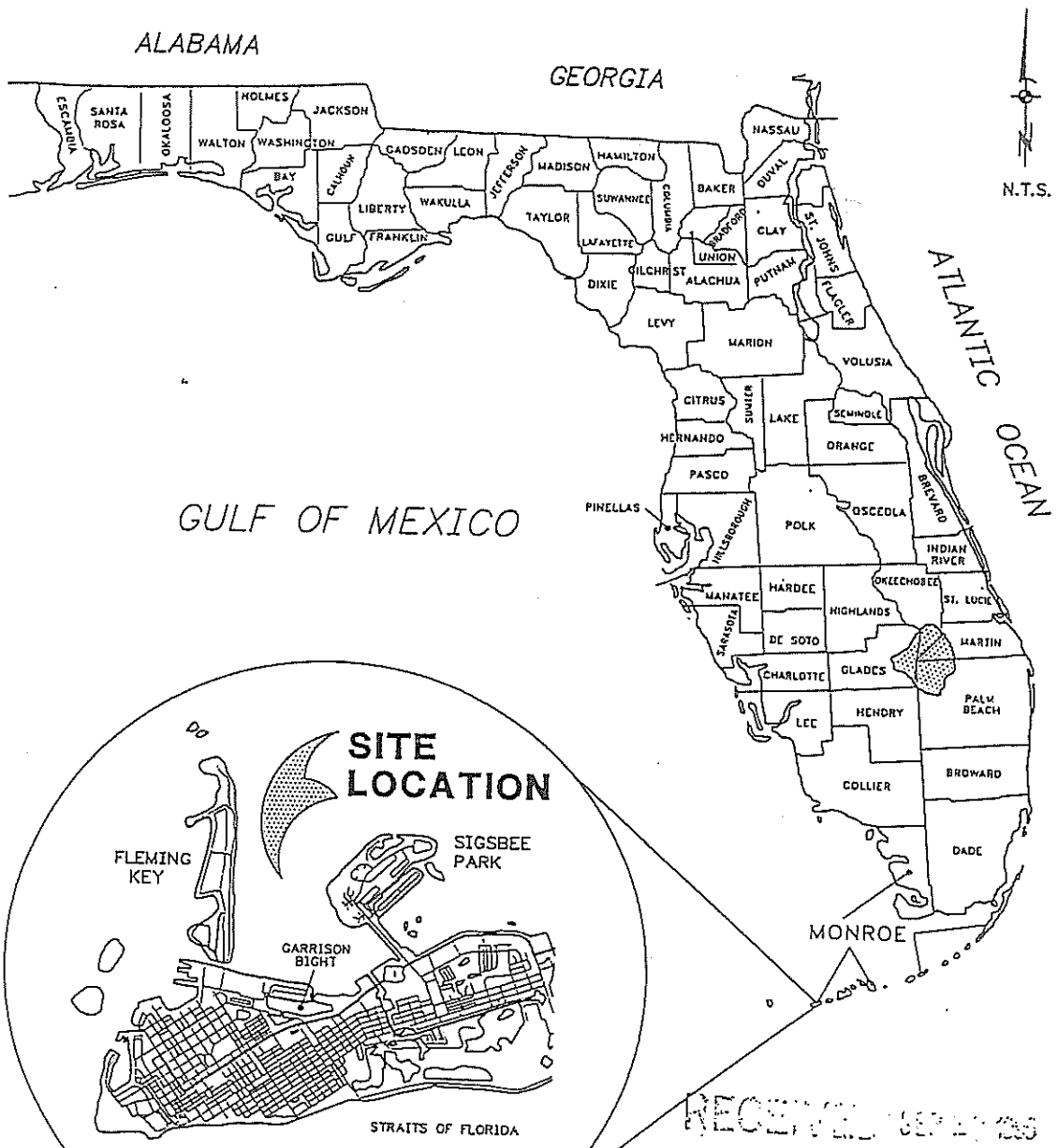
for Virginia E. Wetherell, Secretary

5 pages attached.

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to 120.52(9), Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Camela H. Radwin 12/29/05  
Clerk Date



RECEIVED SEP 1 1995

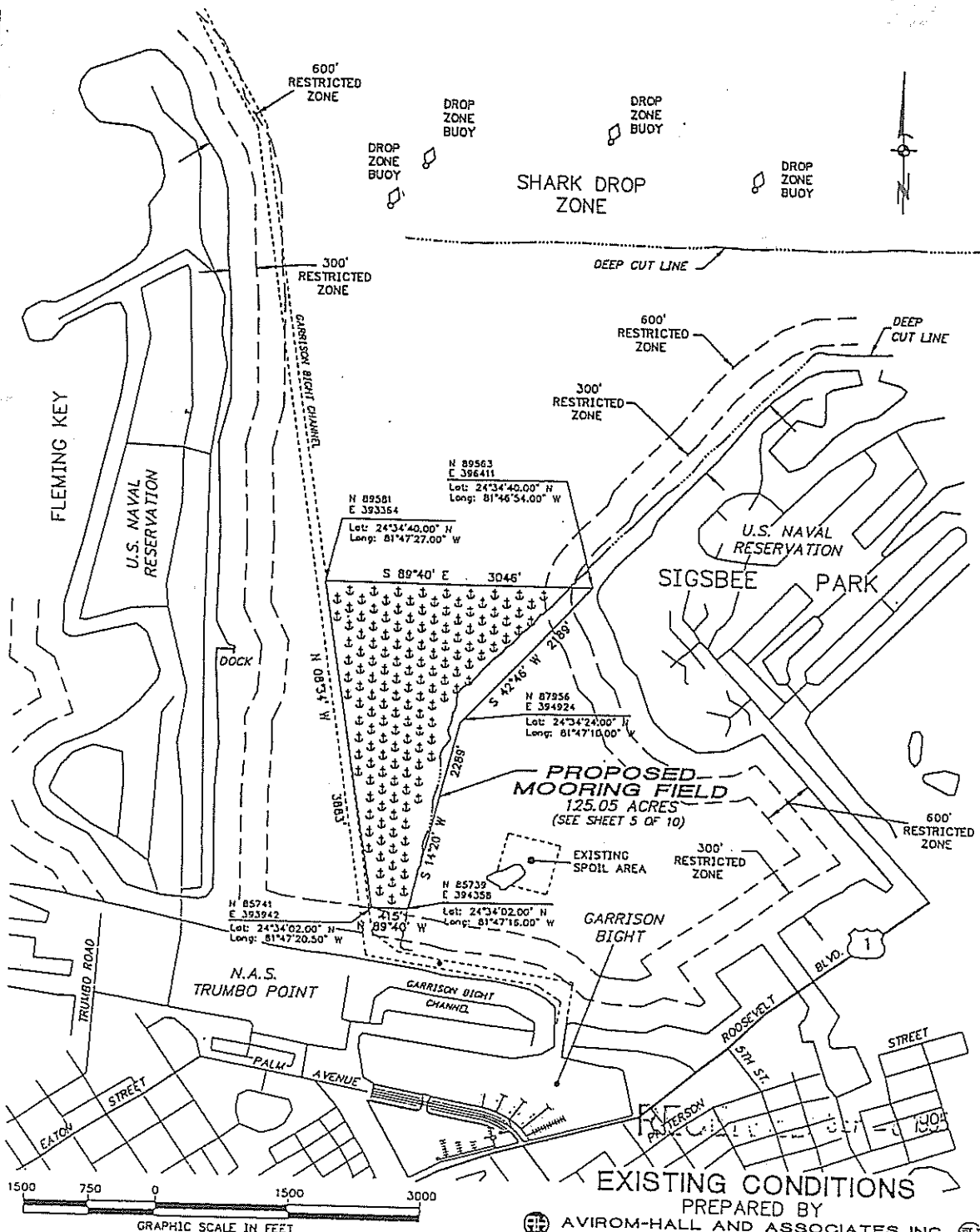
**GENERAL LOCATION MAP**

PREPARED BY  
**AVIROM-HALL AND ASSOCIATES INC.**  
 50 S.W. 2nd AVENUE, SUITE 102, BOCA RATON, FLORIDA, 33432  
 TELEPHONE: (407)392-2594 FAX: (407)394-7125

**DEPT. of ENVIRONMENTAL PROTECTION**  
 BUREAU of SURVEY and MAPPING  
 3900 COMMONWEALTH BLVD. TALLAHASSEE, FL 32399  
 (904) 488-2427

|           |      |         |               |            |                      |
|-----------|------|---------|---------------|------------|----------------------|
| REVISION  | DATE | SCALE   | N.T.S.        | COUNTY     | MONROE               |
|           |      |         |               | SEC        | TRP RGE              |
|           |      |         |               | CHECKED BY | M.D.A. OFF. NO. 5384 |
| DWG. NAME | DATE | 6-20-95 | SHEET 1 OF 11 |            |                      |





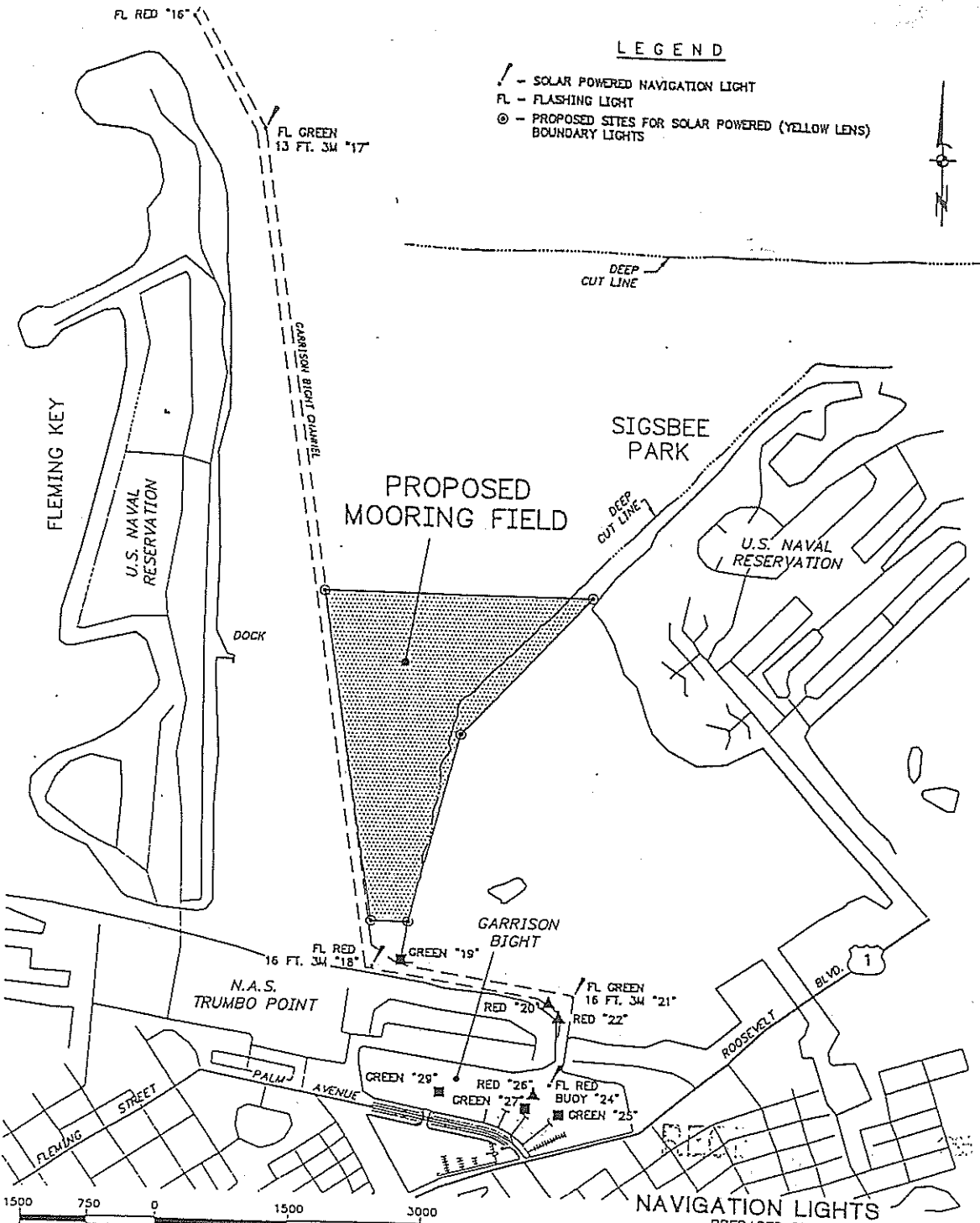
PREPARED BY  
**AVIROM-HALL AND ASSOCIATES INC.**  
50 S.W. 2nd AVENUE, SUITE 102, BOCA RATON, FLORIDA, 33432  
TELEPHONE: (407)392-2594 FAX: (407)394-7125

DEPT. of ENVIRONMENTAL PROTECTION  
BUREAU of SURVEY and MAPPING  
3900 COMMONWEALTH BLVD. TALLAHASSEE, FL 32399  
(804) 498-2427

| REVISION  | DATE | SCALE   | AS SHOWN      | COUNTY | MONROE        |
|-----------|------|---------|---------------|--------|---------------|
|           |      |         | DRAWN BY      | J.A.F. | SEC TRP RGE   |
|           |      |         | CHECKED BY    | M.D.A. | OFF. NO. 5384 |
| DWG. NAME | DATE | 6-20-95 | SHEET 3 OF 11 |        |               |

**LEGEND**

- ⚡ - SOLAR POWERED NAVIGATION LIGHT
- FL - FLASHING LIGHT
- ⊙ - PROPOSED SITES FOR SOLAR POWERED (YELLOW LENS) BOUNDARY LIGHTS



**NAVIGATION LIGHTS**

PREPARED BY  
**AVIROM-HALL AND ASSOCIATES INC.**  
 50 S.W. 2nd AVENUE, SUITE 102, BOCA RATON, FLORIDA, 33432  
 TELEPHONE: (407)392-2594 FAX: (407)394-7125



**DEPT. of ENVIRONMENTAL PROTECTION**  
 BUREAU of SURVEY and MAPPING  
 3800 COMMONWEALTH BLVD. TALLAHASSEE, FL 32399  
 (904) 488-2427

| REVISION  | DATE | SCALE   | AS SHOWN      | COUNTY   | MONROE  |
|-----------|------|---------|---------------|----------|---------|
|           |      |         | J.A.F.        | SEC      | TWP RGE |
|           |      |         | M.D.A.        | OFF. NO. | 5384    |
| DWG. NAME | DATE | 6-20-95 | SHEET 4 OF 11 |          |         |

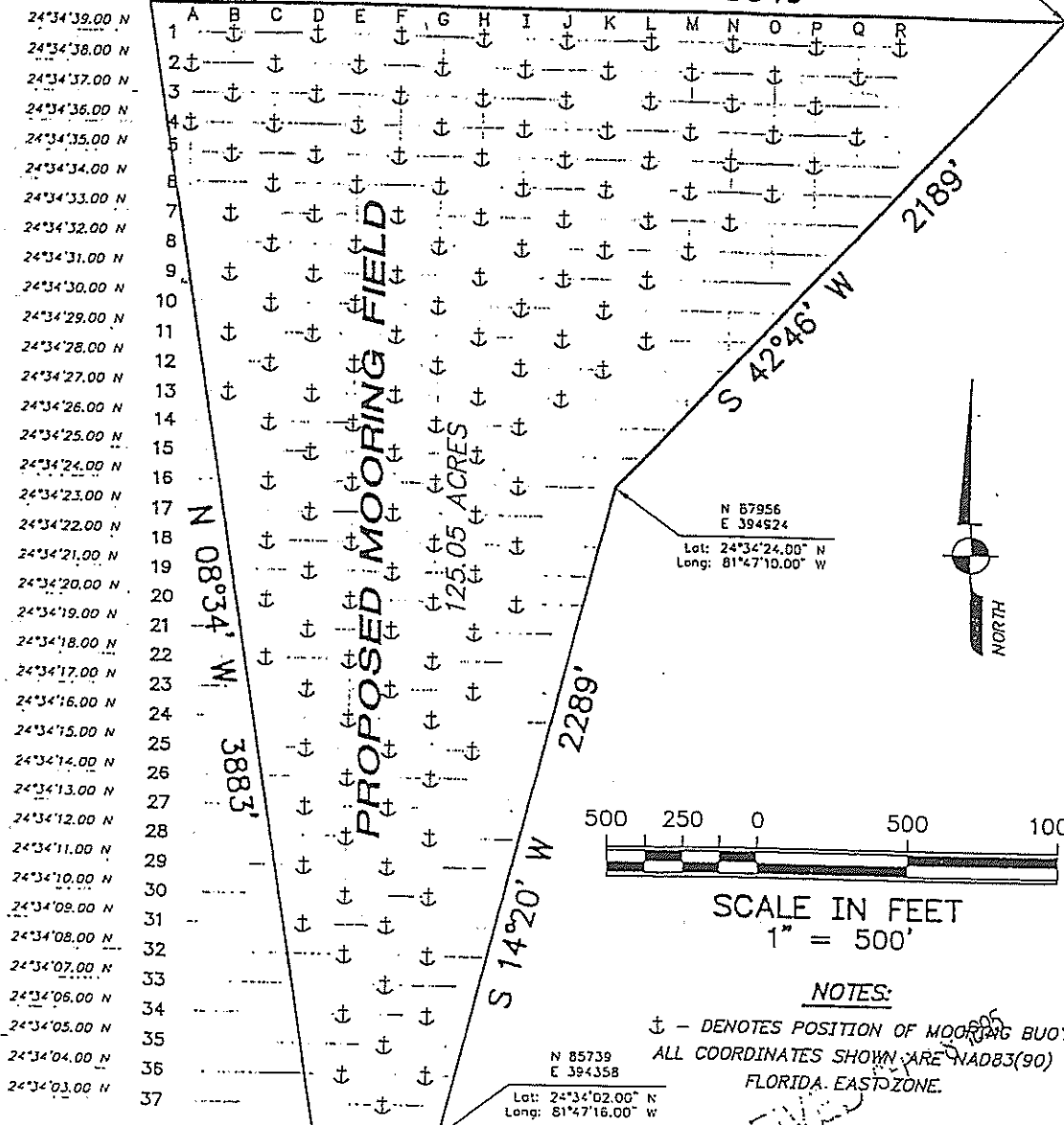


N 89581  
E 393364  
Lot: 24°34'40.00" N  
Long: 81°47'27.00" W

81°47'25.50" W  
81°47'24.00" W  
81°47'22.50" W  
81°47'21.00" W  
81°47'19.50" W  
81°47'18.00" W  
81°47'16.50" W  
81°47'15.00" W  
81°47'13.50" W  
81°47'12.00" W  
81°47'10.50" W  
81°47'09.00" W  
81°47'07.50" W  
81°47'06.00" W  
81°47'04.50" W  
81°47'03.00" W  
81°47'01.50" W  
81°47'00.00" W

N 89563  
E 396411  
Lot: 24°34'40.00" N  
Long: 81°46'54.00" W

S 89°40' E 3046'



N 87956  
E 394524  
Lot: 24°34'24.00" N  
Long: 81°47'10.00" W

500 250 0 500 1000  
SCALE IN FEET  
1" = 500'

**NOTES:**  
⊕ - DENOTES POSITION OF MOORING BUOY  
ALL COORDINATES SHOWN ARE NAD83(90)  
FLORIDA EAST ZONE.

N 85739  
E 394358  
Lot: 24°34'02.00" N  
Long: 81°47'16.00" W

**PROPOSED MOORING FIELD**

PREPARED BY  
AVIROM-HALL AND ASSOCIATES INC.  
22 S.W. 2nd AVENUE, SUITE 102, BOCA RATON, FLORIDA, 33432  
TELEPHONE: (407)392-2224 FAX: (407)392-1123



DEPT. of ENVIRONMENTAL PROTECTION  
BUREAU of SURVEY and MAPPING  
3900 COMMONWEALTH BLVD. TALLAHASSEE, FL 32309  
(904) 488-2427

| REVISION  | DATE | SCALE      | 1" TO 500'    | COUNTY   | MONROE |     |
|-----------|------|------------|---------------|----------|--------|-----|
|           |      | DRAWN BY   | K.M. C-A-T    | SEC      | TWP    | RGE |
|           |      | CHECKED BY | M.D.A         | OFF. NO. | 5384   |     |
| DWG. NAME | DATE | 6-19-95    | SHEET 5 OF 11 |          |        |     |

# MOC IG BUOY POSITIONS

| POSITION | Latitude      | Longitude     |
|----------|---------------|---------------|
| A-2      | 24°34'38.0" N | 81°47'25.5" W |
| A-4      | 24°34'36.0" N | 81°47'25.5" W |
| B-1      | 24°34'39.0" N | 81°47'24.0" W |
| B-3      | 24°34'37.0" N | 81°47'24.0" W |
| B-5      | 24°34'35.0" N | 81°47'24.0" W |
| B-7      | 24°34'33.0" N | 81°47'24.0" W |
| B-9      | 24°34'31.0" N | 81°47'24.0" W |
| B-11     | 24°34'29.0" N | 81°47'24.0" W |
| B-13     | 24°34'27.0" N | 81°47'24.0" W |
| C-2      | 24°34'38.0" N | 81°47'22.5" W |
| C-4      | 24°34'36.0" N | 81°47'22.5" W |
| C-6      | 24°34'34.0" N | 81°47'22.5" W |
| C-8      | 24°34'32.0" N | 81°47'22.5" W |
| C-10     | 24°34'30.0" N | 81°47'22.5" W |
| C-12     | 24°34'28.0" N | 81°47'22.5" W |
| C-14     | 24°34'26.0" N | 81°47'22.5" W |
| C-16     | 24°34'24.0" N | 81°47'22.5" W |
| C-18     | 24°34'22.0" N | 81°47'22.5" W |
| C-20     | 24°34'20.0" N | 81°47'22.5" W |
| C-22     | 24°34'18.0" N | 81°47'22.5" W |
| D-1      | 24°34'39.0" N | 81°47'21.0" W |
| D-3      | 24°34'37.0" N | 81°47'21.0" W |
| D-5      | 24°34'35.0" N | 81°47'21.0" W |
| D-7      | 24°34'33.0" N | 81°47'21.0" W |
| D-9      | 24°34'31.0" N | 81°47'21.0" W |
| D-11     | 24°34'29.0" N | 81°47'21.0" W |
| D-13     | 24°34'27.0" N | 81°47'21.0" W |
| D-15     | 24°34'25.0" N | 81°47'21.0" W |
| D-17     | 24°34'23.0" N | 81°47'21.0" W |
| D-19     | 24°34'21.0" N | 81°47'21.0" W |
| D-21     | 24°34'19.0" N | 81°47'21.0" W |
| D-23     | 24°34'17.0" N | 81°47'21.0" W |
| D-25     | 24°34'15.0" N | 81°47'21.0" W |
| D-27     | 24°34'13.0" N | 81°47'21.0" W |
| D-29     | 24°34'11.0" N | 81°47'21.0" W |
| D-31     | 24°34'09.0" N | 81°47'21.0" W |
| E-2      | 24°34'38.0" N | 81°47'19.5" W |
| E-4      | 24°34'36.0" N | 81°47'19.5" W |
| E-6      | 24°34'34.0" N | 81°47'19.5" W |
| E-8      | 24°34'32.0" N | 81°47'19.5" W |
| E-10     | 24°34'30.0" N | 81°47'19.5" W |
| E-12     | 24°34'28.0" N | 81°47'19.5" W |
| E-14     | 24°34'26.0" N | 81°47'19.5" W |
| E-16     | 24°34'24.0" N | 81°47'19.5" W |
| E-18     | 24°34'22.0" N | 81°47'19.5" W |
| E-20     | 24°34'20.0" N | 81°47'19.5" W |

| POSITION | Latitude      | Longitude     |
|----------|---------------|---------------|
| E-22     | 24°34'18.0" N | 81°47'19.5" W |
| E-24     | 24°34'16.0" N | 81°47'19.5" W |
| E-26     | 24°34'14.0" N | 81°47'19.5" W |
| E-28     | 24°34'12.0" N | 81°47'19.5" W |
| E-30     | 24°34'10.0" N | 81°47'19.5" W |
| E-32     | 24°34'08.0" N | 81°47'19.5" W |
| E-34     | 24°34'06.0" N | 81°47'19.5" W |
| E-36     | 24°34'04.0" N | 81°47'19.5" W |
| F-1      | 24°34'39.0" N | 81°47'18.0" W |
| F-3      | 24°34'37.0" N | 81°47'18.0" W |
| F-5      | 24°34'35.0" N | 81°47'18.0" W |
| F-7      | 24°34'33.0" N | 81°47'18.0" W |
| F-9      | 24°34'31.0" N | 81°47'18.0" W |
| F-11     | 24°34'29.0" N | 81°47'18.0" W |
| F-13     | 24°34'27.0" N | 81°47'18.0" W |
| F-15     | 24°34'25.0" N | 81°47'18.0" W |
| F-17     | 24°34'23.0" N | 81°47'18.0" W |
| F-19     | 24°34'21.0" N | 81°47'18.0" W |
| F-21     | 24°34'19.0" N | 81°47'18.0" W |
| F-23     | 24°34'17.0" N | 81°47'18.0" W |
| F-25     | 24°34'15.0" N | 81°47'18.0" W |
| F-27     | 24°34'13.0" N | 81°47'18.0" W |
| F-29     | 24°34'11.0" N | 81°47'18.0" W |
| F-31     | 24°34'09.0" N | 81°47'18.0" W |
| F-33     | 24°34'07.0" N | 81°47'18.0" W |
| F-35     | 24°34'05.0" N | 81°47'18.0" W |
| F-37     | 24°34'03.0" N | 81°47'18.0" W |
| G-2      | 24°34'38.0" N | 81°47'16.5" W |
| G-4      | 24°34'36.0" N | 81°47'16.5" W |
| G-6      | 24°34'34.0" N | 81°47'16.5" W |
| G-8      | 24°34'32.0" N | 81°47'16.5" W |
| G-10     | 24°34'30.0" N | 81°47'16.5" W |
| G-12     | 24°34'28.0" N | 81°47'16.5" W |
| G-14     | 24°34'26.0" N | 81°47'16.5" W |
| G-16     | 24°34'24.0" N | 81°47'16.5" W |
| G-18     | 24°34'22.0" N | 81°47'16.5" W |
| G-20     | 24°34'20.0" N | 81°47'16.5" W |
| G-22     | 24°34'18.0" N | 81°47'16.5" W |
| G-24     | 24°34'16.0" N | 81°47'16.5" W |
| G-26     | 24°34'14.0" N | 81°47'16.5" W |
| G-28     | 24°34'12.0" N | 81°47'16.5" W |
| G-30     | 24°34'10.0" N | 81°47'16.5" W |
| G-32     | 24°34'08.0" N | 81°47'16.5" W |
| G-34     | 24°34'06.0" N | 81°47'16.5" W |
| G-36     | 24°34'04.0" N | 81°47'16.5" W |


 PREPARED BY  
 AVIROM-HALL AND ASSOCIATES INC.   
23 5th St. Suite 200, Fort Lauderdale, Florida 33432  
 TEL: (407) 351-2354 FAX: (407) 351-2125



DEPT. of ENVIRONMENTAL PROTECTION  
 BUREAU of SURVEY and MAPPING  
 3900 COMMUNWELL BLVD. TALLAHASSEE, FL 32309  
 (904) 488-2427

|           |      |            |               |          |         |
|-----------|------|------------|---------------|----------|---------|
| REVISION  | DATE | SCALE      | 1" TO 500'    | COUNTY   | MONROE  |
|           |      | DRAWN BY   | K.M. C-A-T    | SEC      | TRP RGE |
|           |      | CHECKED BY |               | OFF. NO. | 5384    |
| DWG. NAME | DATE | 6-19-95    | SHEET 6 OF 11 |          |         |


# MC RING BUOY POSITIONS

| POSITION | Latitude      | Longitude     |
|----------|---------------|---------------|
| H-1      | 24°34'39.0" N | 81°47'15.0" W |
| H-3      | 24°34'37.0" N | 81°47'15.0" W |
| H-5      | 24°34'35.0" N | 81°47'15.0" W |
| H-7      | 24°34'33.0" N | 81°47'15.0" W |
| H-9      | 24°34'31.0" N | 81°47'15.0" W |
| H-11     | 24°34'29.0" N | 81°47'15.0" W |
| H-13     | 24°34'27.0" N | 81°47'15.0" W |
| H-15     | 24°34'25.0" N | 81°47'15.0" W |
| H-17     | 24°34'23.0" N | 81°47'15.0" W |
| H-19     | 24°34'21.0" N | 81°47'15.0" W |
| H-21     | 24°34'19.0" N | 81°47'15.0" W |
| H-23     | 24°34'17.0" N | 81°47'15.0" W |
| H-25     | 24°34'15.0" N | 81°47'15.0" W |
| I-2      | 24°34'38.0" N | 81°47'13.5" W |
| I-4      | 24°34'36.0" N | 81°47'13.5" W |
| I-6      | 24°34'34.0" N | 81°47'13.5" W |
| I-8      | 24°34'32.0" N | 81°47'13.5" W |
| I-10     | 24°34'30.0" N | 81°47'13.5" W |
| I-12     | 24°34'28.0" N | 81°47'13.5" W |
| I-14     | 24°34'26.0" N | 81°47'13.5" W |
| I-16     | 24°34'24.0" N | 81°47'13.5" W |
| I-18     | 24°34'22.0" N | 81°47'13.5" W |
| I-20     | 24°34'20.0" N | 81°47'13.5" W |
| J-1      | 24°34'39.0" N | 81°47'12.0" W |
| J-3      | 24°34'37.0" N | 81°47'12.0" W |
| J-5      | 24°34'35.0" N | 81°47'12.0" W |
| J-7      | 24°34'33.0" N | 81°47'12.0" W |
| J-9      | 24°34'31.0" N | 81°47'12.0" W |
| J-11     | 24°34'29.0" N | 81°47'12.0" W |
| J-13     | 24°34'27.0" N | 81°47'12.0" W |

| POSITION | Latitude      | Longitude     |
|----------|---------------|---------------|
| K-2      | 24°34'38.0" N | 81°47'10.5" W |
| K-4      | 24°34'36.0" N | 81°47'10.5" W |
| K-6      | 24°34'34.0" N | 81°47'10.5" W |
| K-8      | 24°34'32.0" N | 81°47'10.5" W |
| K-10     | 24°34'30.0" N | 81°47'10.5" W |
| K-12     | 24°34'28.0" N | 81°47'10.5" W |
| L-1      | 24°34'39.0" N | 81°47'09.0" W |
| L-3      | 24°34'37.0" N | 81°47'09.0" W |
| L-5      | 24°34'35.0" N | 81°47'09.0" W |
| L-7      | 24°34'33.0" N | 81°47'09.0" W |
| L-9      | 24°34'31.0" N | 81°47'09.0" W |
| L-11     | 24°34'29.0" N | 81°47'09.0" W |
| M-2      | 24°34'38.0" N | 81°47'07.5" W |
| M-4      | 24°34'36.0" N | 81°47'07.5" W |
| M-6      | 24°34'34.0" N | 81°47'07.5" W |
| M-8      | 24°34'32.0" N | 81°47'07.5" W |
| N-1      | 24°34'39.0" N | 81°47'06.0" W |
| N-3      | 24°34'37.0" N | 81°47'06.0" W |
| N-5      | 24°34'35.0" N | 81°47'06.0" W |
| N-7      | 24°34'33.0" N | 81°47'06.0" W |
| O-2      | 24°34'38.0" N | 81°47'04.5" W |
| O-4      | 24°34'36.0" N | 81°47'04.5" W |
| O-6      | 24°34'34.0" N | 81°47'04.5" W |
| P-1      | 24°34'39.0" N | 81°47'03.0" W |
| P-3      | 24°34'37.0" N | 81°47'03.0" W |
| P-5      | 24°34'35.0" N | 81°47'03.0" W |
| Q-2      | 24°34'38.0" N | 81°47'01.5" W |
| Q-4      | 24°34'36.0" N | 81°47'01.5" W |
| R-1      | 24°34'39.0" N | 81°47'00.0" W |

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SEP 18 1995

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AVIROM-HALL AND ASSOCIATES INC.   
 22 S.W. 2ND AVENUE, SUITE 102, BOCA RATON, FLORIDA 33432  
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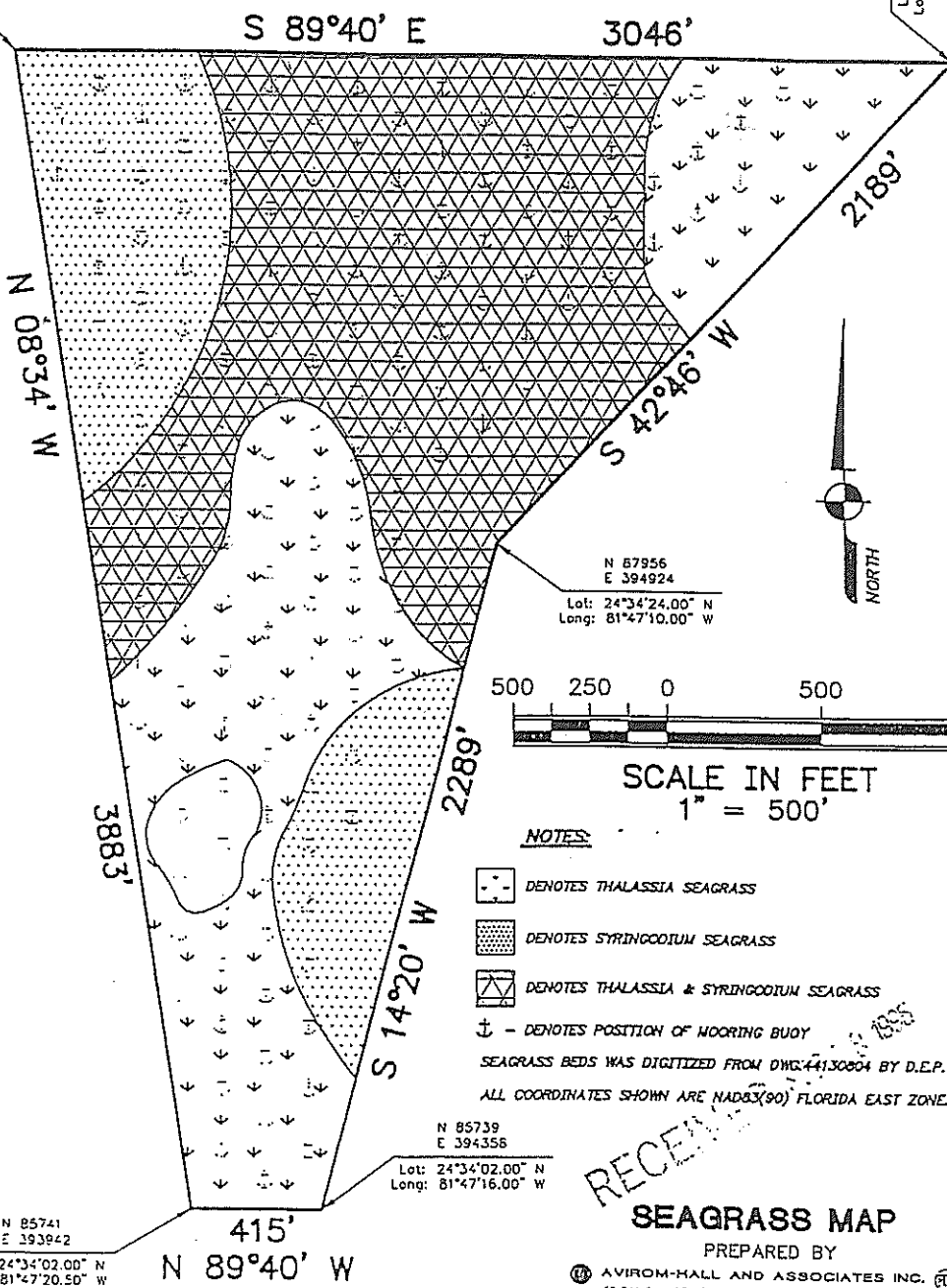


DEPT. of ENVIRONMENTAL PROTECTION  
 BUREAU of SURVEY and MAPPING  
 3900 COMMONWEALTH BLVD. TALLAHASSEE, FL 32399  
 (904) 488-2427

| REVISION  | DATE | SCALE   | 1" TO 500' | COUNTY     | MONROE        |
|-----------|------|---------|------------|------------|---------------|
|           |      |         |            | SEC        | TWP RGE       |
|           |      |         |            | CHECKED BY | OFF. NO. 5384 |
| DWG. NAME | DATE | 6-19-95 |            |            | SHEET 7 OF 11 |

N 89581  
E 393364  
Lot: 24°34'40.00" N  
Long: 81°47'27.00" W

N 88563  
E 386411  
Lot: 24°34'40.00" N  
Long: 81°46'54.00" W



N 87956  
E 394924  
Lot: 24°34'24.00" N  
Long: 81°47'10.00" W



SCALE IN FEET  
1" = 500'

NOTES:

- DENOTES THALASSIA SEAGRASS
  - DENOTES SYRINGOCOITUM SEAGRASS
  - DENOTES THALASSIA & SYRINGOCOITUM SEAGRASS
  - DENOTES POSITION OF MOORING BUOY
- SEAGRASS BEDS WAS DIGITIZED FROM DWG:44130804 BY D.E.P.  
ALL COORDINATES SHOWN ARE NAD83(90) FLORIDA EAST ZONE

N 85739  
E 394358  
Lot: 24°34'02.00" N  
Long: 81°47'16.00" W

N 85741  
E 393942  
Lot: 24°34'02.00" N  
Long: 81°47'20.50" W

RECEIVED  
SEAGRASS MAP

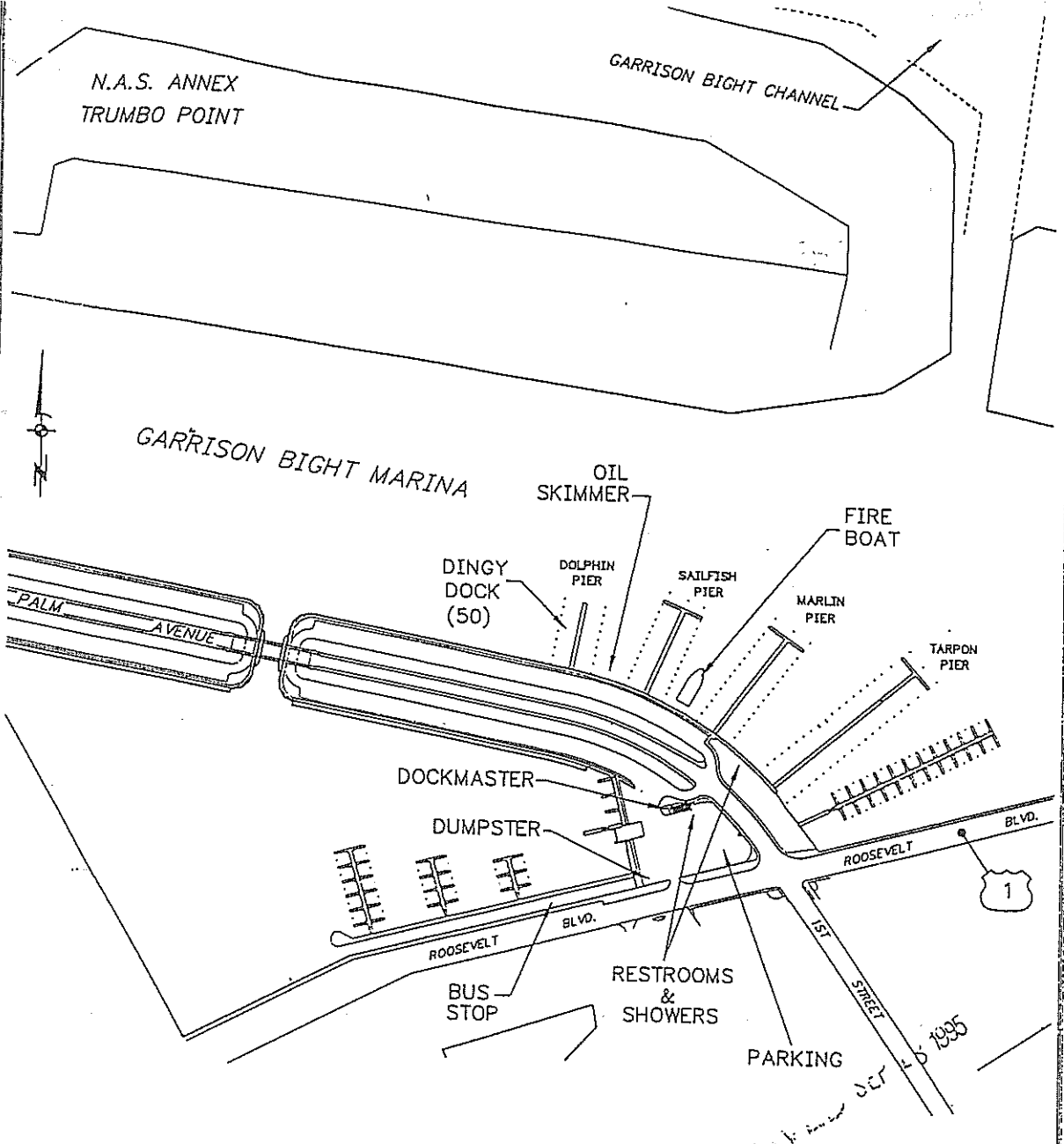
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AVIROM-HALL AND ASSOCIATES INC.



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BUREAU of SURVEY and MAPPING  
3900 COMMONWEALTH BLVD. TALLAHASSEE, FL 32399  
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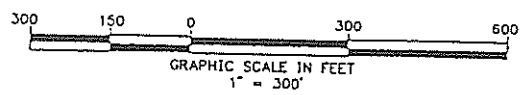
| REVISION  | DATE | SCALE 1" TO 500'    | COUNTY   | MONROE  |
|-----------|------|---------------------|----------|---------|
|           |      | DRAWN BY K.M. C-A-T | SEC      | TTP RGE |
|           |      | CHECKED BY M.D.A    | OFF. NO. | 5384    |
| DWG. NAME | DATE | 6-19-95             | SHEET    | 8 OF 11 |



**GARRISON BIGHT MARINA  
AUXILIARY SERVICE AREA**

PREPARED BY

**AVIROM-HALL AND ASSOCIATES INC.**  
50 S.W. 2nd AVENUE, SUITE 102, BOCA RATON, FLORIDA, 33432  
TELEPHONE: (407)392-2594 FAX: (407)394-7125



**DEPT. of ENVIRONMENTAL PROTECTION**  
BUREAU of SURVEY and MAPPING  
3900 COMMONWEALTH BLVD. TALLAHASSEE, FL 32399  
(904) 488-2427

| REVISION  | DATE | SCALE   | AS SHOWN      | COUNTY | MONROE        |
|-----------|------|---------|---------------|--------|---------------|
|           |      |         | DRAWN BY      | J.A.F. | SEC TWP RGE   |
|           |      |         | CHECKED BY    | M.D.A. | OFF. NO. 5384 |
| DYG. NAME | DATE | 6-20-95 | SHEET 9 OF 11 |        |               |

# MANAGEMENT AGREEMENT AREA

## LAND DESCRIPTION:

A portion of Sections 28, 29, 30, 31 and 32, Township 67 South, Range 25 East, known as the Seaplane Basin - Key West, Monroe County, Florida, bounded as follows:


Being bounded on the Southeast by the apparent Northwest shore line and North right-of-way line of Roosevelt Boulevard (U.S. Highway No. 1), on the South by the apparent North shore line of the Naval Air Station at Trumbo Point Annex, on the West by the apparent East shore line of Fleming Key, and on the North by the Shark Drop Zone deep cut line and its westerly extension, on the East by the Easterly limits of the Shark Drop Zone deep cut line and the apparent Northerly, Westerly & Southwesterly shore line of Sigsbee Park U.S. Naval Reservation & Dredger Key Road.

Said lands lying and situate in the City of Key West, Monroe County, Florida.

RECEIVED - FEB 19 1995

## MANAGEMENT AGREEMENT AREA

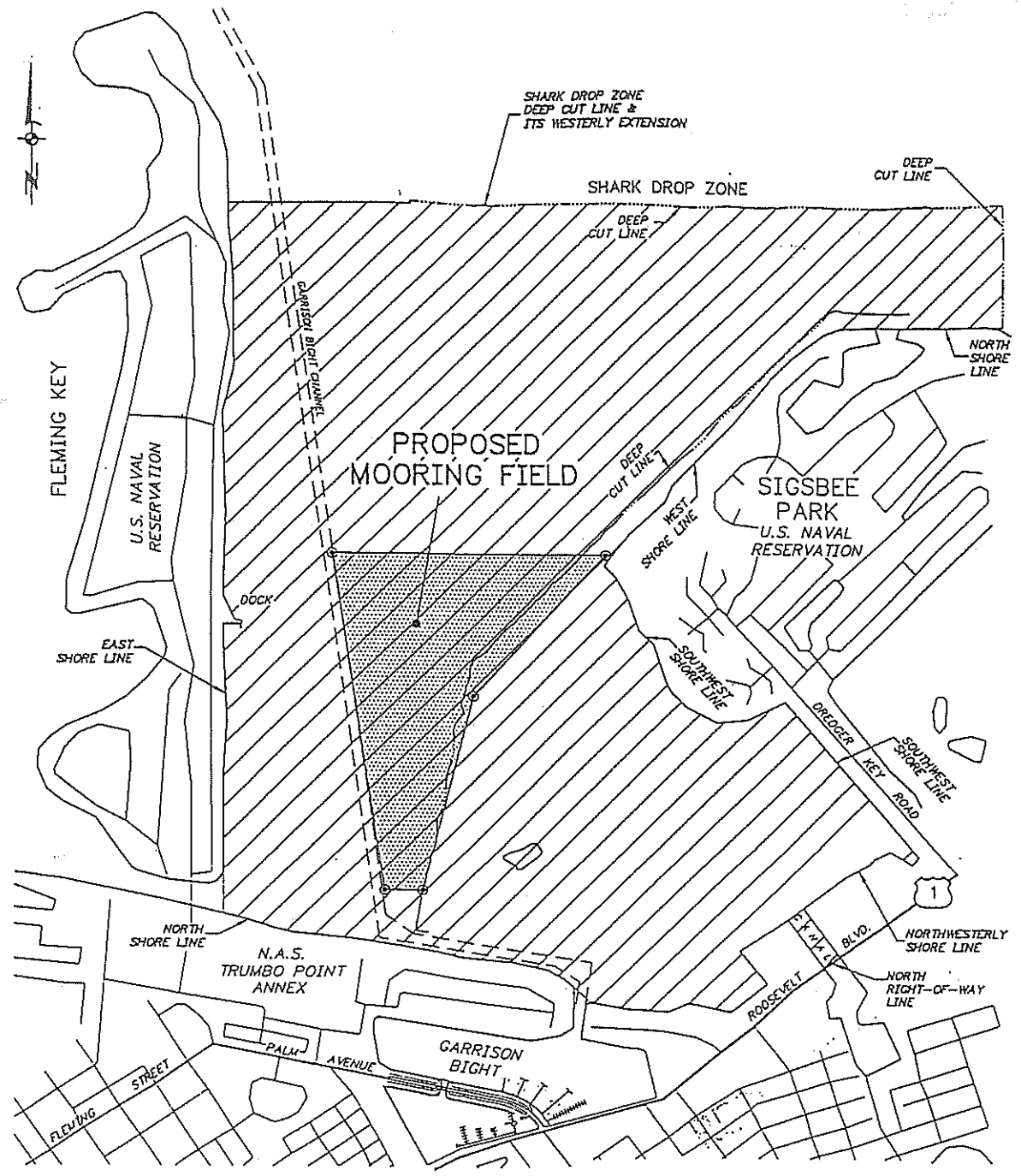
PREPARED BY

AVIROM-HALL AND ASSOCIATES INC.   
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DEPT. of ENVIRONMENTAL PROTECTION  
 BUREAU of SURVEY and MAPPING  
 3900 COMMONWEALTH BLVD. TALLAHASSEE, FL 32399  
 (904) 468-2427

| REVISION  | DATE | SCALE   | COUNTY   | MONROE   |
|-----------|------|---------|----------|----------|
|           |      |         | SEC      | TWP      |
|           |      |         | RGE      |          |
| DWG. NAME | DATE |         | OFF. NO. | 5384     |
|           |      | 9-06-95 | SHEET    | 10 OF 11 |



**MANAGEMENT AGREEMENT AREA**

PREPARED BY  
**AVIROM-HALL AND ASSOCIATES INC.**  
50 S.W. 2nd AVENUE, SUITE 102, BOCA RATON, FLORIDA, 33432  
TELEPHONE: (407)392-2594 FAX: (407)394-7125

**DEPT. of ENVIRONMENTAL PROTECTION**  
BUREAU of SURVEY and MAPPING  
3900 COMMONWEALTH BLVD. TALLAHASSEE, FL 32309  
(904) 488-2427

| REVISION  | DATE | SCALE   | AS SHOWN       | COUNTY | MONROE        |
|-----------|------|---------|----------------|--------|---------------|
|           |      |         | DRAWN BY       | J.A.F. | SEC TRP RGE   |
|           |      |         | CHECKED BY     | M.D.A. | OFF. NO. 5384 |
| DWG. NAME | DATE | 9-06-95 | SHEET 11 OF 11 |        |               |

CITY OF KEY WEST, FLORIDA MOORING FIELD  
Rules and Regulations

Section I.

A. Operation of the Mooring Field

1. The City of Key West, (hereafter referred to as City) or its designated agent, is authorized on behalf of the trustees of the Internal Improvement Trust Fund to manage the functions and daily operations of designated mooring area in accordance with the laws of the State of Florida.

B. Mooring Field Rules and Regulations

1. Only vessels in seaworthy condition, with a current registration (if required), will be allowed to moor in the mooring field. Vessel engines and propulsion drive systems, if present, must be maintained in proper working order at all times.

2. All vessel operators intending to moor in the mooring field shall register at the Dockmaster's Office located at Garrison Bight. The vessel must be moored at the mooring space assigned by the Dockmaster, and at no other mooring space. Transfer to a different mooring space is prohibited unless authorized by the Dockmaster.

3. In conformance with federal requirements, through hull flushing of vessel toilets is prohibited within the mooring field. Discharges from vessels in the mooring field will be limited to only clean bilge water. There will be no disposal or jettison of any liquid or solid waste or refuse overboard from any vessel in the mooring field. The vessel owner/tenant must take all refuse (garbage and accumulated trash) to the Garrison Bight Marina for proper disposal. The cost of collecting and pumping out waste holding tanks and refuse collection will be included as part of the rental fee.

4. Washing vessels with detergents containing phosphates or chlorine or cleaning them with petroleum distillates is prohibited within the mooring field.

5. All vessels, in the mooring field must meet sanitation requirements as defined in the City of Key West's Construction Codes for Floating Homes, Sec. 31.056 (Inboard Sewage Device),



which details the requirements for waste holding tanks. pg 2/5

6. It is the responsibility of pet owners to manage and direct all pet feces and associated waste for proper disposal to either waste holding tanks or sealed securely for refuse disposal.

7. Oil spill incidents, whatever the cause, must be reported immediately to the City Manager or authorized agent at (305) 292-8100 or the City Department of Transportation Director at (305) 292-8161 in addition to the U.S. Coast Guard (305) 294-3877 and the Florida Marine Patrol at 1-800-342-5367.

8. While in the mooring field, vessel occupants shall use the utmost discretion in using any noise creating devices, including but not limited to TV sets, radios and stereos or participating in boisterous or rowdy conduct so as not to create a nuisance. Noisy generators, blowers, or other machinery shall not be operated between the hours of 9:00 PM and 7:00 AM.

9. The use of devices that burn solid fuels (coal, charcoal, wood) or emit an uncontrolled open flame are prohibited on any vessel secured in the mooring field. Cooking stoves, either portable or installed, must be Underwriters Laboratories approved.

10. Pursuant to the mooring field Management Plan DSL-59, anchoring in the mooring field is prohibited. The use of additional individual anchors by moored vessels in the mooring field is also prohibited.

## Section II

### A. Special Mooring Field Rules Pertaining to the U.S. Navy

1. The City will provide a chart to each vessel registering at the mooring field identifying restricted U.S Navy Property at Fleming Key, Trumbo Point Annex, and Sigsbee Park Annex, along with a list of any other pertinent regulations enforced by the military.

2. Infraction of any regulations or trespass on property restricted by military authorities may result in immediate loss of one's mooring permit, in addition to enforcement and legal action taken by the military.

Section III

pg 3/5

A. Permit Application Procedures

1. Applicant: Any person desiring to obtain a permit to moor a vessel shall make the application to the Dockmaster on the appropriate form supplied by the Dockmaster.

2. Space Available: When space becomes available, it shall be offered first to Monroe County registered vessels. Any person offered space shall have five (5) days from receipt of the offer in which to accept the space and make the required security deposits to the City. Failure to make the appropriate deposits and payments within the time specified shall constitute rejection of the offer of the space. Any space which becomes available and which can accommodate the boat, considering the length, width and draft of the boat, shall be considered "suitable" space for that particular boat.

B. Assignment of Permits

1. Each permit is issued to a particular individual for a particular vessel. It is a personal contract and not assignable to another party nor transferable to another vessel. Any attempt to assign, sub-lease, or transfer a permit shall terminate the permit agreement.

2. Any permittee who removes his boat from his assigned space for any period in excess of forty-eight 48 hours must notify the Dockmaster of such absence. During a notified absence from a mooring site, the Dockmaster may temporarily assign the mooring space to another vessel for the duration of the absence.

C. Tender Facilities

1. No person shall secure a tender or dinghy within Garrison Bight Marina at any location other than the designated dinghy dock.

2. The City assumes no liability or responsibility for any vessel, or its contents, left at the marina facility or mooring field.

Section IV

A. Unlawfully Moored Vessels Anchored Within the Mooring Field

1. The City of Key West will impound any unlawfully moored or

anchored vessel. The City shall not release the vessel until all charges for towing and storage fee's have been paid. The charge for towing, removal, and storage shall be based on prevailing charges in the City for such services. pg 4/5

2. Whenever any vessel is taken into custody and impounded by authority of the City as authorized herein and the name and address of the owner of such vessel can be ascertained by the City, it shall immediately give or cause to be given notice in writing to such owner of the fact of such removal and the reason therefore and the place to which such vessel has been removed.

3. Whenever such a vessel is removed from the prohibited area as authorized herein and the City or its agent does not know and is not able to ascertain the name and address of the owner of such vessel or for other reason is unable to give the notice to the owner, and in the event the vessel is not returned to the owner within a period of three (3) days after same has been taken into custody and impounded, the City shall immediately send or cause to be sent a written notice of such impoundment by mail to the Bureau of Licenses, Titles and Permits of the Department of Environmental Protection, Tallahassee, Florida (904) 488-1195 and shall file a copy of such notice with the person who has been authorized to have custody of the impounded vessel for the purpose of storage. Such notice shall include a complete description of the vessel, the date, time and place from which it was removed, the reason for such removal and the name of the storage facility or place where the vessel is stored.

#### Section V.

##### A. Termination of Permit

1. Permanent rentals, failure to pay fees: All payments are due and payable on the first of each month. Any permittee allowing his mooring fees to become delinquent for a period of twenty (20) days shall be notified by mail at the last address given the City. If total payment is not received within fifteen (15) days of the date of the notice, the City Department of Transportation Director shall have the right to summarily revoke the permit and order that

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the boat be removed. The Transportation Director may pursue all legal remedies to obtain payment of charges due.

2. Any vessel mooring in contravention to these rules, or of the neglect of any precaution which may be required by the ordinary practice of seamen will be required to move immediately when requested to do so by the Dockmaster, and may be subject to termination of the mooring permit as provided in Section V.,

Item A.

B. Inspections

1. Moored vessels are subject to inspection by the Dockmaster upon registration and as required thereafter. Inspection will include but are not limited to the following.

a) Sanitation equipment to ensure that the equipment complies with marine sanitation requirements of the City Code and the U.S Coast Guard.

b) Safety inspection of vessels that relates to the vessel's seaworthy condition, including checking the vessels bilges for excessive accumulations of water or fuel, and compliance with all State and Federal safety equipment regulations and requirements.

2. Schedule of Inspections

a) Transient, less than or equal to 3 days. No inspection but the operator certifies that the vessel complies with sanitation and seaworthiness safety standards.

b) Short term, 4 days but less than or equal to 14 days. Upon entry only.

c) Long term, 15 days or less than or equal to 6 months. Upon entry and at 3 months.

d) Permanent, greater than 6 months. Upon entry and semi-annually.

e) Emergency inspections of unattended vessels will be conducted whenever a vessel appears to be in, or is likely to create, distress or potential danger to other vessels or the environment.