

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

MONROE COUNTY  
OFFICIAL RECORDS

APR 23 2002

FILE # 1 2 5 7 9 2 4  
BK# 1 7 2 6 PG# 1 4 0 2

RCD Sep 21 2001 09:54AM  
DANNY L KOLHAGE, CLERK

MANAGEMENT AGREEMENT RENEWAL FOR CERTAIN SOVEREIGNTY  
SUBMERGED LANDS IN MONROE COUNTY, FLORIDA

AGREEMENT NO. MA-44-113  
BOT FILE NO. 442021579  
PA NO. 44-0155987-001

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 of Trustees of the Internal Improvement Trust Fund may authorize the management of said lands by virtue of Chapter 253.03, Florida Statutes; and

WHEREAS, the City of Key West, a Florida municipal corporation 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 "Grantor", hereby grants to the City of Key West, a Florida municipal corporation, 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 10 years from December 29, 2000, the effective date of this Agreement, on the following terms and conditions:

1. MANAGEMENT OF THE PROPERTY: 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 the Department of Environmental Protection, Wetland Resource Permit No. 442021579, dated December 29, 1995, and Modification Permit No. 44-0155987-001, dated May 17, 1999, incorporated herein and made a part of this Agreement by reference. All of the foregoing subject to the remaining conditions of this Management Agreement.

2. MANAGEMENT PLAN REVIEW: The management plan attached hereto as Exhibit "A" shall be reviewed jointly by the Grantor 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 Grantor.

6. TERMINATION OF AGREEMENT: This Agreement may be 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. Upon termination or expiration of this Agreement, the Grantee agrees to leave all fixed improvements for the use of the Grantor and to put no claim upon said fixed improvements; or, at the option of the Grantor, the Grantee agrees to remove any or all improvements from the property at Grantee's expense.

7. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE PROPERTY: The Grantor 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 Grantor shall determine whether or not any proposed uses by a third party are compatible with the uses authorized herein.

8. RENEWAL PROVISIONS: Renewal of this agreement is at the sole option of the Grantor. 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. ASSIGNMENT OF MANAGEMENT AGREEMENT: This Agreement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

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

11. INDEMNIFICATION: 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. TITLE TO ALL TREASURE TROVE ARTIFACTS AND OBJECTS OF ANTIQUITY: 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. NON-DISCRIMINATION: 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. During the Agreement term, the Grantee shall post and maintain the placard furnished to the Grantee by the Grantor in a prominent and visible location on the managed property or adjacent business office of the Grantee. It shall be the responsibility of the Grantee to post the placard in a manner that will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this Agreement (including any extensions thereof), to notify the Grantor in writing, so that a replacement may be provided.

14. VENUE: Grantee waives venue as to any litigation arising from matters relating to this management agreement and any such litigation between Grantor and Grantee shall be initiated and maintained only in Leon County, Florida. \_\_\_\_\_



WITNESSES:

*Dave Fewen*  
Original Signature

DAVE FEWEN  
Print/Type Name of Witness

*Florence Davis*  
Original Signature

Florence Davis  
Print/Type Name of Witness

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

(SEAL)

BY: *[Signature]*

Acey L. Stinson, Operations and Management Consultant  
Manager, Bureau of Public Land Administration,  
Division of State Lands, 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

"GRANTOR"

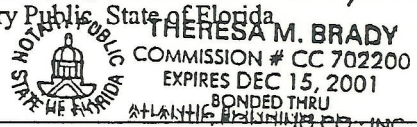
STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12 day of September, 2001, by  
Acey L. Stinson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State  
Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement  
Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

*Jay K. Hill*  
DEP Attorney

*Theresa M. Brady*  
Notary Public, State of Florida



Printed, Typed or Stamped Name

My Commission Expires:

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

WITNESSES:

*[Signature]*  
Original Signature

Dawn Cies  
Typed/Printed Name of Witness

*[Signature]*  
Original Signature

ALICIA COOK  
Typed/Printed Name of Witness

STATE OF Florida

City of Key West, a Florida municipal corporation (SEAL)

BY: *[Signature]*  
Original Signature of Executing Authority

Julio Avel  
Typed/Printed Name of Executing Authority

City Manager  
Title of Executing Authority

"GRANTEE"

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 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 basis. 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



Attachment A

FILE # 1 2 5 7 9 2 4  
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pgs/5

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

pg 2/5

which details the requirements for waste holding tanks.

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.



Section III

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A. Permit Application Procedures FILE #1 2 5 7 9 2 4  
BK#1 7 2 6 PG#1 4 0 8

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 Right Marina at any location other than the designated dinghy dock

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



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.

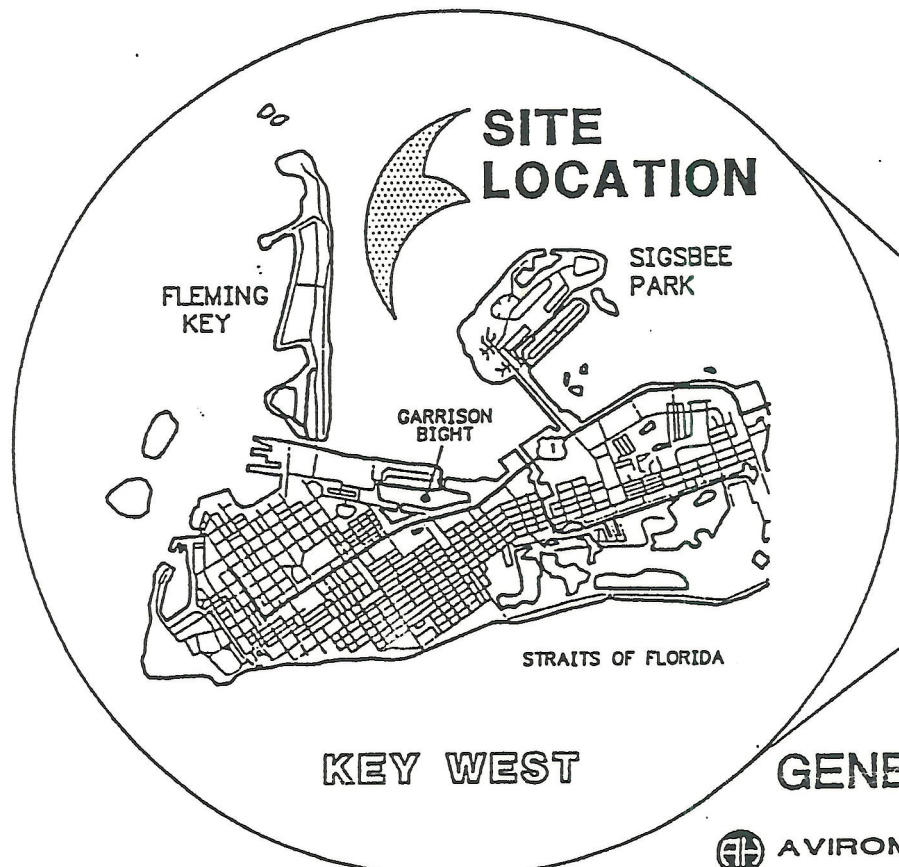
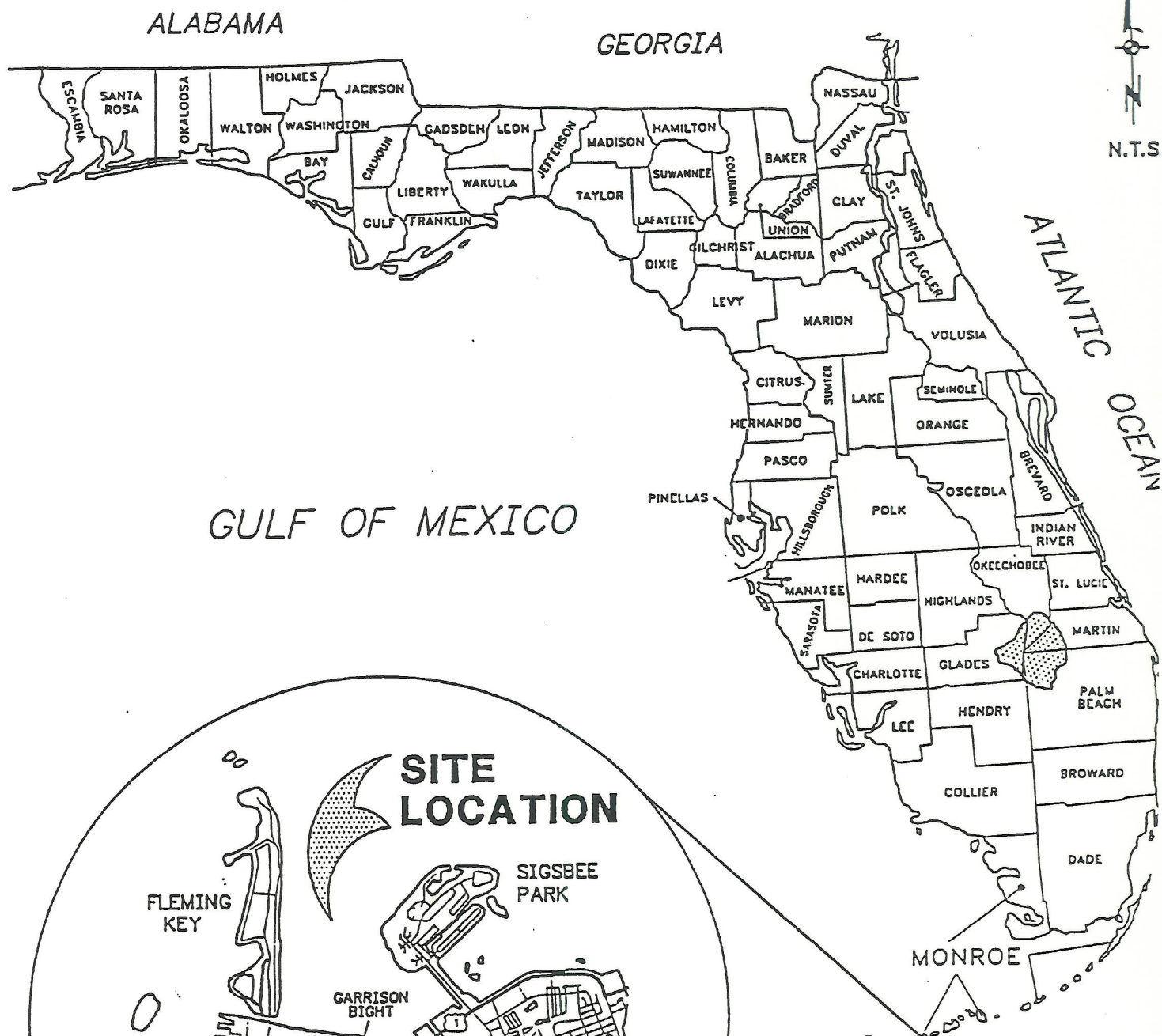
2. Schedule of Inspections

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



**GENERAL LOCATION MAP**

PREPARED BY

**AVIROM-HALL AND ASSOCIATES INC**

50 S.W. 2nd AVENUE, SUITE 102, BOCA RATON, FLORIDA. 33431  
 TELEPHONE: (407)392-2594 FAX: (407)394-7121

REVISION	DATE	SCALE	N.T.S.	COUNTY	MOI



# 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-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
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D-17	24°34'23.0" N	81°47'21.0" W
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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
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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
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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
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PREPARED BY


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 50 S.W. 2nd AVENUE, SUITE 102, BOCA RATON, FLORIDA, 3  
 TELEPHONE: (407)392-2594 FAX: (407)594-

REVISION	DATE	SCALE 1" TO 500'	COUNTY
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# MOORING BUOY POSITIONS

POSITION	Latitude	Longitude
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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

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

REVISION

DATE

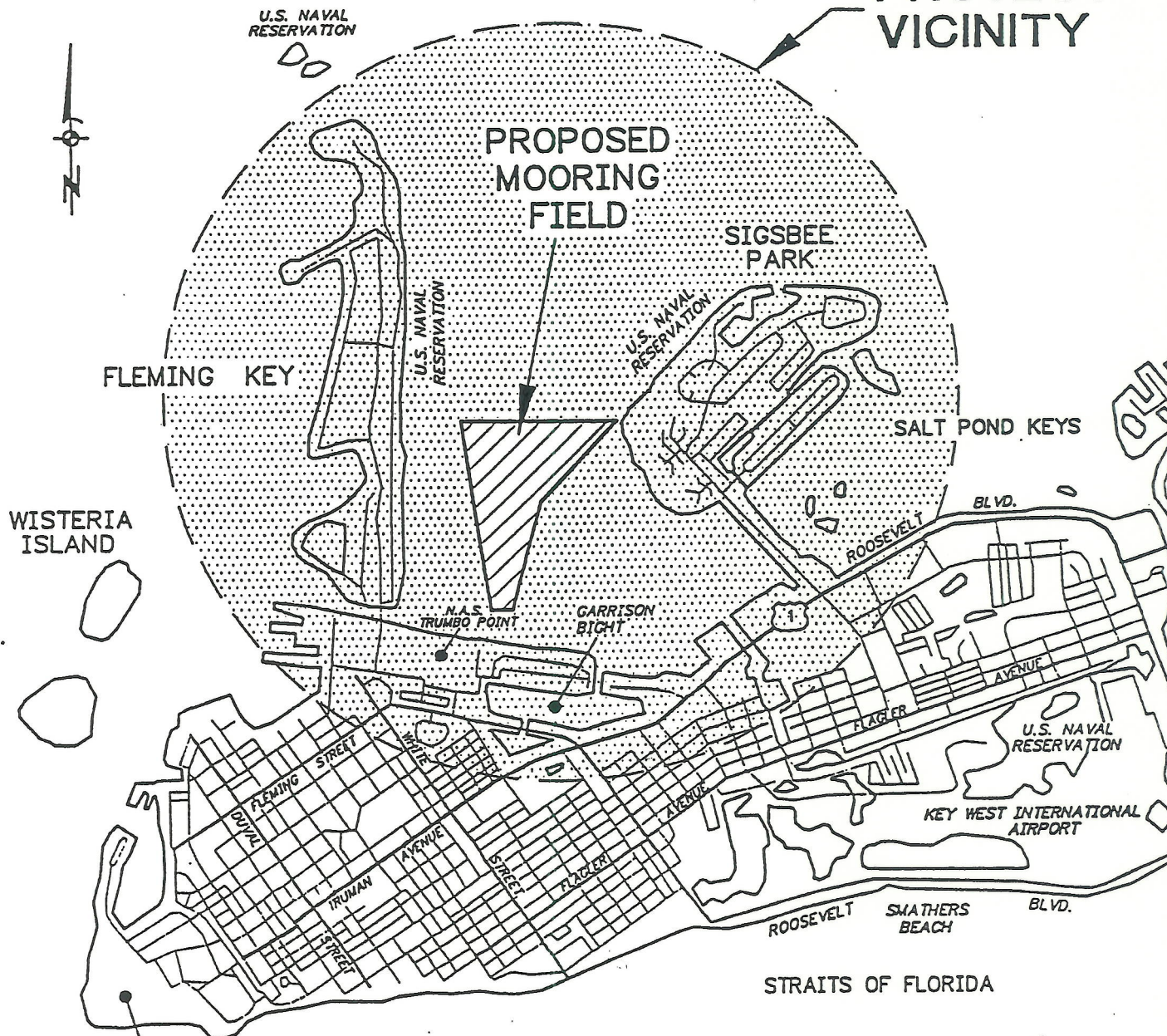
SCALE 1" TO 500'

COUNTY MON

DRAWN BY KM GALT GFC FWD



**PROJECT VICINITY**



INTRACOASTAL WATERWAY

**KEY WEST**

**VICINITY MAP**

PREPARED BY  
 AVIROM-HALL AND ASSOCIATES, INC.  
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REVISION	DATE	SCALE	NOT TO SCALE	COUNTY	M
			J.A.F.	SEC	TWP

## 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 Northeast shore line and on the 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 Trumbull 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.

## MANAGEMENT AGREEMENT AREA

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