



COUNCIL AGENDA STATEMENT

Meeting Date: November 18, 2025

To: Honorable Mayor and City Councilmembers

From: Carlos A. Solis, P.E. Director of Engineering

Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-108**, Approving And Ratifying A Sovereignty Submerged Lands Lease Modification Increase Square Footage With The Florida Department Of Environmental Protection On Behalf Of The Board Of Trustees Of The Internal Improvement Trust Fund Of The State Of Florida For Bay Bottom Located Within The Boundary And Surrounded By Lands At The 7 Mile Marina; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The City purchased the Seven Mile Marina property at the end of 2022, and subsequently approved the transfer of an existing Submerged Land lease with the State. The existing lease only covered the finger piers in the marina basin of the project. During the permitting for the re-construction of the marina, we determined that control of the entire basin was necessary to prevent vessels from anchoring and occupying the basin area, which would limit the City's use of the marina. The modified lease covers the entire basin area of the project, thus giving the City full control of the area.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	XXX	_____
2. Other _____	_____	_____

FISCAL NOTE:

Approved by Finance Director: _____

RECOMMENDATION: **Council Approve Resolution**

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-108**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AND RATIFYING A SOVEREIGNTY SUBMERGED LANDS LEASE MODIFICATION INCREASE SQUARE FOOTAGE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ON BEHALF OF THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR BAY BOTOM LOCATED WITHIN THE BOUNDARY AND SURROUNDED BY LANDS AT THE 7 MILE MARINA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the “City”), acquired the historic 7 Mile Marina at the end of 2021; and

WHEREAS, the City, through Resolution 2022-76, approved a previous Sovereignty Submerged Lands Lease that changed the name from the previous owner of the property to the City; and

WHEREAS, the previous Sovereignty Submerged Lands Lease only included portions of the bay bottom that surrounded the pier docks; and

WHEREAS, the modified Sovereignty Submerged Lands Lease increases the bay bottom square footage to include the entirety of the bay bottom located within the area of the docks at 7 Mile Marina; and

WHEREAS, the attached document has been signed by the Florida Department of Environmental Protection on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the City Manager; and

WHEREAS, approval of this Sovereignty Submerged Lands Lease Modification Increase Square Footage is in the best interest of the City for the purposes that the historic marina was acquired.

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

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

Section 2. The attached Sovereignty Submerged Lands Lease Modification Increase Square Footage is approved and ratified.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON,
FLORIDA, THIS 18th DAY OF NOVEMBER, 2025.**

THE CITY OF MARATHON, FLORIDA

Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Diane Clavier
City Clerk

(City Seal)

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

Steve Williams, City Attorney

This Instrument Prepared By:
Lisa-Marie Raulerson
Action No. 50487
Bureau of Public Land Administration
3800 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS LEASE MODIFICATION INCREASE SQUARE FOOTAGE

BOT FILE NO. 440339675
PA NO. 44-0251058-003-EI

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

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Marathon, a Florida municipal corporation, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 08, Township 66 South, Range 32 East, in Florida Bay, Monroe County, Florida, containing 20,822 square feet, more or less, as is more particularly described and shown on Attachment A, dated May 28, 2024.

TO HAVE THE USE OF the hereinabove described premises from January 23, 2025, the effective date of this lease modification, through May 24, 2026, the expiration date of this lease modification. The terms and conditions on and for which this lease is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to construct and operate a 16-slip public docking facility with boatlifts to be used exclusively for mooring of recreational/commercial vessels in conjunction with an upland commercial marina, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 44-0251058-003-EI, dated September 3, 2024, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

2. **LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an initial annual lease fee for the expanded area (19,165 square feet) of \$ 3,974.82, plus 25 percent surcharge and sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed modified lease. The annual fee for the remaining years of this lease for the entire lease area (20,822 square feet) shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

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

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

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

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

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

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

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to affect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

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

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

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

City of Marathon, a Florida municipal corporation
9805 Overseas Highway
Marathon, Florida 33050

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

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

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

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

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

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

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

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

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

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

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

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

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

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

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

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. SPECIAL LEASE CONDITIONS:

A. The Lessee shall inform all wet slip occupants in writing of the availability and requirement to use the offsite or mobile sewage pumpout facilities provided. The Lessee shall also advise all wet slip occupants that no overboard discharges of trash, human or animal waste, including fish carcasses, shall occur at the leased premises at any time. Discharge from any holding tank or marine sanitation device, including those approved by the United States Coast Guard is strictly prohibited within the leased premises.

B. Vessels moored within the wet slips of the docking facility, on either a temporary or permanent basis, shall not exceed 10' wide by 30' long in Slips #1-#3; 12' wide by 30' long in Slips #4-#8; 10' wide by 30' long in Slips #9-#12; 14' wide by 42' long in Slips #13; 12' wide by 40' long in Slips #14-#16. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms. These vessels shall be moored parallel to the nearshore marginal walkway.

C. Vessels using the docking facility for temporary or permanent mooring shall be limited to those with a maximum draft of 4 feet as measured from the water's surface to either the bottom of the vessel's propulsion unit fully trimmed down or to the deepest part of the vessel, whichever is deeper.

D. The Lessee shall provide recycling bins for the separation and recycling of monofilament line.

E. Within 60 days after the Lessor's execution of this lease, Lessee shall install and display permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation. Lessee shall maintain these signs during the term of this lease and all subsequent renewal terms and shall be required to replace the signs in the event they become faded, damaged or outdated. Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street – 6A, Tallahassee, Florida 32399-1600 (Phone 850/922-4330).

F. During the term of this lease and all subsequent renewal terms, the Lessee shall comply with the water quality testing requirements set forth in the Water Quality Monitoring Program, attached as Attachment C, and shall submit water quality reports within 30 days of collection to the State of Florida Department of Environmental Protection, Southeast District Branch Office, 2796 Overseas Highway, Suite 221, Marathon, Florida 33050. The attached Water Quality Monitoring Program satisfies the requirements of subsection 18-21.0041(2)(e), Florida Administrative Code, and any change to it must be agreed to by the Lessor and the Lessee.

[Remainder of page intentionally left blank; Signature page follows]

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

WITNESSES:

Signature: Celeda A. Wallace

Printed Name: Celeda A. Wallace

Address: 3800 Commonwealth Blvd.

Tallahassee, FL 32399

Signature: Ramsy Dennis

Printed Name: Ramsy Dennis

Address: 3800 Commonwealth Blvd.

Tallahassee, FL 32399

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

(SEAL)

BY: [Signature]

Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for
and on behalf of the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 23rd day of July, 2025 by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

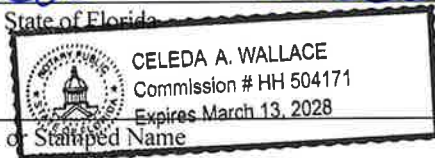
Toni Sturtevant

7/11/2025

DEP Attorney

Date

Celeda A. Wallace
Notary Public, State of Florida



Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

City of Marathon, a Florida municipal corporation (SEAL)

BY: Georac Darrell

Original Signature of Executing Authority

George Garrett

Typed/Printed Name of Executing Authority

City Manager

Title of Executing Authority

“LESSEE”

STATE OF FL

COUNTY OF Monroe

16th The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this day of July, 2025, by George Garrett as City Manager, for and on behalf of City of Marathon, a Florida municipal corporation. He is personally known to me or who has produced _____, as identification.

Signature of Notary Public

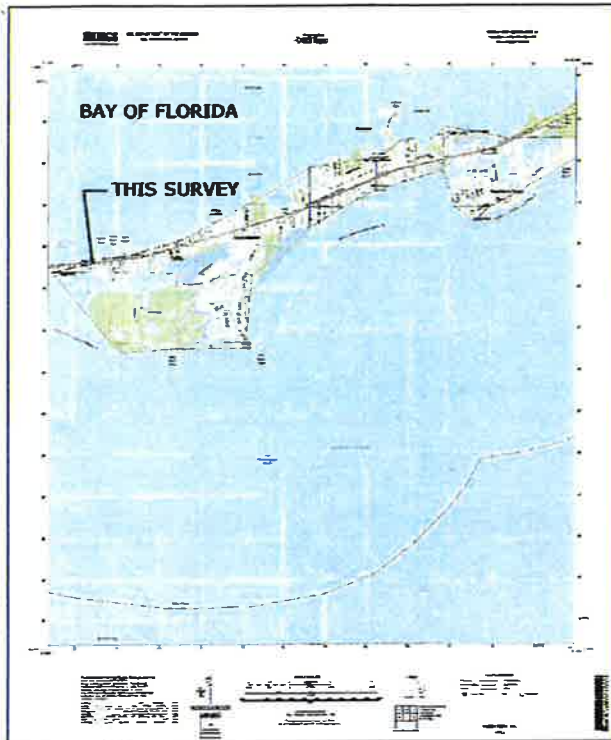
Notary Public, State of FL

Diana Galicia
Printed, Typed or Stamped Name



Diana Galicia
Comm.: HH 437534
Expires: Aug. 24, 2027
Notary Public - State of Florida

SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST
HOG KEY, CITY OF MARATHON, MONROE COUNTY, FLORIDA



LOCATION MAP:
USGS 2021 MARATHON QUADRANGLE
FLORIDA - MONROE COUNTY
7.5 - MINUTE SERIES
(REF NO. USGS24K27616)
NOT TO SCALE

AREA TABLE:
SUBMERGED LAND LEASE AREA =
0.478± ACRES OR 20,822± SQUARE FEET (C)

SHEET INDEX:

SHEET 1 - SURVEYOR'S NOTES, LOCATION MAP, LEGEND
SHEET 2 - SUBMERGED LAND LEASE LEGAL DESCRIPTION
SHEET 3 - MAP OF OVERALL BOUNDARY & PROPOSED CONDITIONS
SHEET 4 - MAP OF OVERALL BOUNDARY & EXISTING CONDITIONS

LEGEND:

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PB = PLAT BOOK
PG = PAGE
MHWL = MEAN HIGH WATER LINE
MLW = MEAN LOW WATER
ORB = OFFICIAL RECORDS BOOK
R/W = RIGHT OF WAY
SQ FT = SQUARE FEET
LF = LINEAR FEET
(TYP) = TYPICAL

(C) = CALCULATED
TIF = TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF
THE STATE OF FLORIDA
(SLL) = SUBMERGED LAND LEASE
DIMENSION
BOT = BOARD OF TRUSTEES TIF
TBM = TEMPORARY BENCHMARK
TBR = TO BE REMOVED
FSD = FOUND SCREW & DISK
EL = ELEVATION

REVISIONS:

REV. 1: PER COMMENTS FROM HANS WILSON
REV. 2: CORRECTED COORDINATES AT POINT OF BEGINNING.

SCALE:	PROJECT NO:	SHEET NO:	SPECIFIC PURPOSE SURVEY 7 MILE MARINA 1090 OVERSEAS HIGHWAY HOG KEY, CITY OF MARATHON
N/A	23072402	1 OF 4	
DATE:	OFFICE:	NOTED BY OR	
09/27/2023	CAD: CAD@RS CHECKED: KMB	COMPLETE WITHOUT ALL SHEETS ATTACHED	

7 MILE MARINA
1090 OVERSEAS HIGHWAY, HOG KEY
SUBMERGED LAND LEASE AREA

SURVEYOR'S NOTES:

1. THIS IS A **SPECIFIC PURPOSE SURVEY** TO SHOW THE BOUNDARY AND IMPROVEMENTS OF THE PROPOSED SUBMERGED LAND LEASE AREAS.
2. THIS SPECIFIC PURPOSE SURVEY IS CERTIFIED TO: BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
3. THIS IS A **FIELD SURVEY** AND WAS COMPLETED ON 9/27/2023 FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE PARTIES LISTED HEREIN AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. LIKEWISE, ANY REUSE OF THIS SURVEY FOR ANY PURPOSE OTHER THAN WHICH WAS ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED SURVEYOR & MAPPER, WILL BE DONE SO AT THE RISK OF THE REUSING PARTY AND WITHOUT ANY LIABILITY TO THE UNDERSIGNED SURVEYOR & MAPPER.
4. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. BEARINGS & COORDINATES SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. THE BEARING BASE FOR THIS SURVEY IS THE CENTERLINE OF STATE ROAD 5 / U.S. HIGHWAY 1 / OVERSEAS HIGHWAY. SAID LINE BEARS S84°43'45"W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
6. BATHYMETRIC DEPTHS SHOWN HEREON ARE REFERENCED TO MEAN LOW WATER (MLW) ELEVATION (-0.30 FEET NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29). BOTTOM DEPTH AT MLW.
7. MEAN HIGH WATER LINE (MHWL) ELEVATION SHOWN HEREON IS PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MEAN HIGH WATER SURVEY FILE 3981, DATED 3/7/2007, BY J.P. GRIMES, REGISTERED FLORIDA SURVEYOR AND MAPPER LS4906 HAVING A MEAN HIGH WATER ELEVATION OF 1.02 FEET NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29). FIELD LOCATION OF MHWL MATCHES SAID SURVEY RETRACEMENT.
8. THE UPLAND PARCEL LINEAR SHORELINE AS MEASURED ON THE MEAN HIGH WATER LINE EQUALS 754 FEET MORE OR LESS.
9. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29) UNLESS NOTED OTHERWISE, AS ESTABLISHED BY NATIONAL GEODETIC SURVEY (NGS) CONTROL POINT R273, "PID AA0302" HAVING A PUBLISHED ELEVATION OF 5.31 FEET.

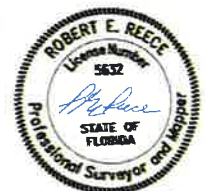
CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Robert Reece

Digitally signed by Robert
Reece
Date: 2024.05.28 08:18:10
-04'00'

ROBERT E. REECE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 5632



**SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST
HOG KEY, CITY OF MARATHON, MONROE COUNTY, FLORIDA**

LEGAL DESCRIPTION - (PROPOSED SUBMERGED LAND LEASE AREA AS NEWLY WRITTEN BY THE UNDERSIGNED.)

A PARCEL OF SOVEREIGN SUBMERGED LANDS OF A BOAT BASIN IN THE BAY OF FLORIDA, LYING EASTERLY AND WESTERLY OF THE SHORELINE OF GOVERNMENT LOT 1, IN SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, HOG KEY, CITY OF MARATHON, MONROE COUNTY, FLORIDA, SAME BEING ADJACENT TO THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3171, PAGE 1441 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, AND LYING NORTHERLY OF THE SHORELINE OF STATE ROAD 5 / U.S. HIGHWAY 1 / OVERSEAS HIGHWAY 1 ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 90030-(2522)2530, WITH SAID SUBMERGED LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST AND THE CENTERLINE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STATE ROAD 5 (SR 5) AT STATION 46+98.78 ACCORDING TO FDOT RIGHT-OF-WAY MAP SECTION 90030-(2522)2530; THENCE ALONG SAID CENTERLINE S84°43'45"W 1089.78 FEET TO CENTERLINE STATION 36+9.00 AND THE INTERSECTION WITH THE WESTERLY LINE OF GOVERNMENT LOT 1 OF SAID SECTION 8; THENCE ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 N04°55'59"E 50.80' TO THE NORTH RIGHT-OF-WAY LINE OF SR 5; THENCE CONTINUE ALONG SAID WEST LINE N04°55'59"E 47.33 FEET TO THE MEAN HIGH WATER LINE (MHWL) OF THE BAY OF FLORIDA AND THE POINT OF BEGINNING OF THE PARCEL BEING DESCRIBED HEREIN HAVING A STATE PLANE COORDINATE OF NORTHING 136255.49' EASTING 618351.10' (NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT); THENCE ALONG SAID MHWL THE FOLLOWING TWO (2) COURSES: (1) S84°18'42"W 46.68 FEET; (2) S06°41'25"E 0.71 FEET; THENCE LEAVING SAID MHWL ACROSS SUBMERGED LANDS THE FOLLOWING SIX (6) COURSES: (1) S80°10'35"W 101.49 FEET; (2) N09°50'07"W 8.05 FEET; (3) S80°16'24"W 1.74 FEET; (4) N09°44'27"W 12.67 FEET; (5) N07°32'45"E 94.36 FEET; (6) N84°49'32"E 3.72 TO A POINT ON THE AFORESAID MHWL; THENCE ALONG SAID MHWL THE FOLLOWING NINETEEN COURSES (19): (1) S09°06'05"W 7.07 FEET; (2) S00°34'28"E 19.95 FEET; (3) S47°04'50"E 15.97 FEET; (4) N76°27'13"E 10.23 FEET; (5) N22°41'42"E 17.44 FEET; (6) N02°19'46"E 24.91 FEET; (7) N30°24'49"E 19.57 FEET; (8) N46°08'38"E 9.74 FEET; (9) N65°19'23"E 13.56 FEET; (10) N75°30'58"E 15.37 FEET; (11) N84°29'40"E 16.46 FEET; (12) S72°36'08"E 8.33 FEET; (13) S78°51'30"E 27.51 FEET; (14) S72°47'10"E 21.71 FEET; (15) S45°50'18"E 11.64 FEET; (16) S04°32'43"E 11.94 FEET; (17) S34°58'11"E 19.20 FEET; (18) S05°54'01"E 78.35 FEET; (19) S84°18'42"W 37.70 TO THE POINT OF BEGINNING.

CONTAINING 0.478 ACRES OR 20,822 SQUARE FEET, MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S84°18'42"W	46.68'
L2	S06°41'25"E	0.71'
L3	S80°10'35"W	101.49'
L4	N09°50'07"W	8.05'
L5	S80°16'24"W	1.74'
L6	N09°44'27"W	12.67'
L7	N07°32'45"E	94.36'
L8	N84°49'32"E	3.72'
L9	S09°06'05"W	7.07'
L10	S00°34'28"E	19.95'
L11	S47°04'50"E	15.97'
L12	N76°27'13"E	10.23'
L13	N22°41'42"E	17.44'
L14	N02°19'46"E	24.91'

LINE TABLE		
LINE	BEARING	DISTANCE
L15	N30°24'49"E	19.57'
L16	N46°08'38"E	9.74'
L17	N65°19'23"E	13.56'
L18	N75°30'58"E	15.37'
L19	N84°29'40"E	16.46'
L20	S72°36'08"E	8.33'
L21	S78°51'30"E	27.51'
L22	S72°47'10"E	21.71'
L23	S45°50'18"E	11.64'
L24	S04°32'43"E	11.94'
L25	S34°58'11"E	19.20'
L26	S05°54'01"E	78.35'
L27	S84°18'42"W	37.70'

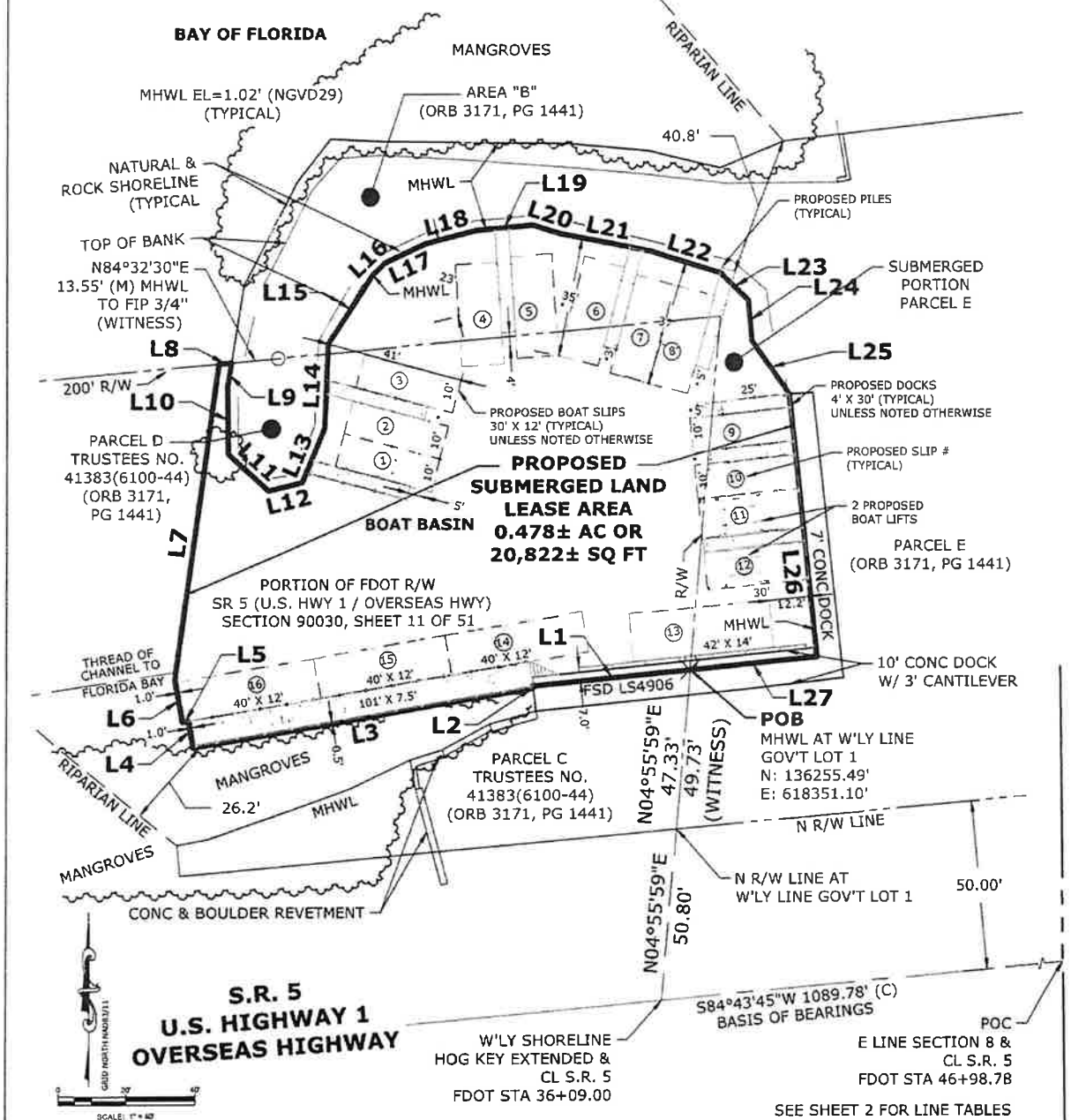
PCM APPROVED
BY *SEW*
DATE *6/3/24*

REVISIONS:		
REV. 1: PER COMMENTS FROM HANS WILSON		
REV. 2: CORRECTED COORDINATES AT POINT OF BEGINNING.		
SCALE: N/A	PROJECT NO: 23672482	SHEET NO: 2 OF 4
SPECIFIC PURPOSE SURVEY		
7 MILE MARINA		
1090 OVERSEAS HIGHWAY		
HOG KEY, CITY OF MARATHON		
DATE: 09/27/2023	OFFICE: CAD: CADDMS CHECKED: KMB	NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED



SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST
HOG KEY, CITY OF MARATHON, MONROE COUNTY, FLORIDA

PROPOSED CONDITIONS

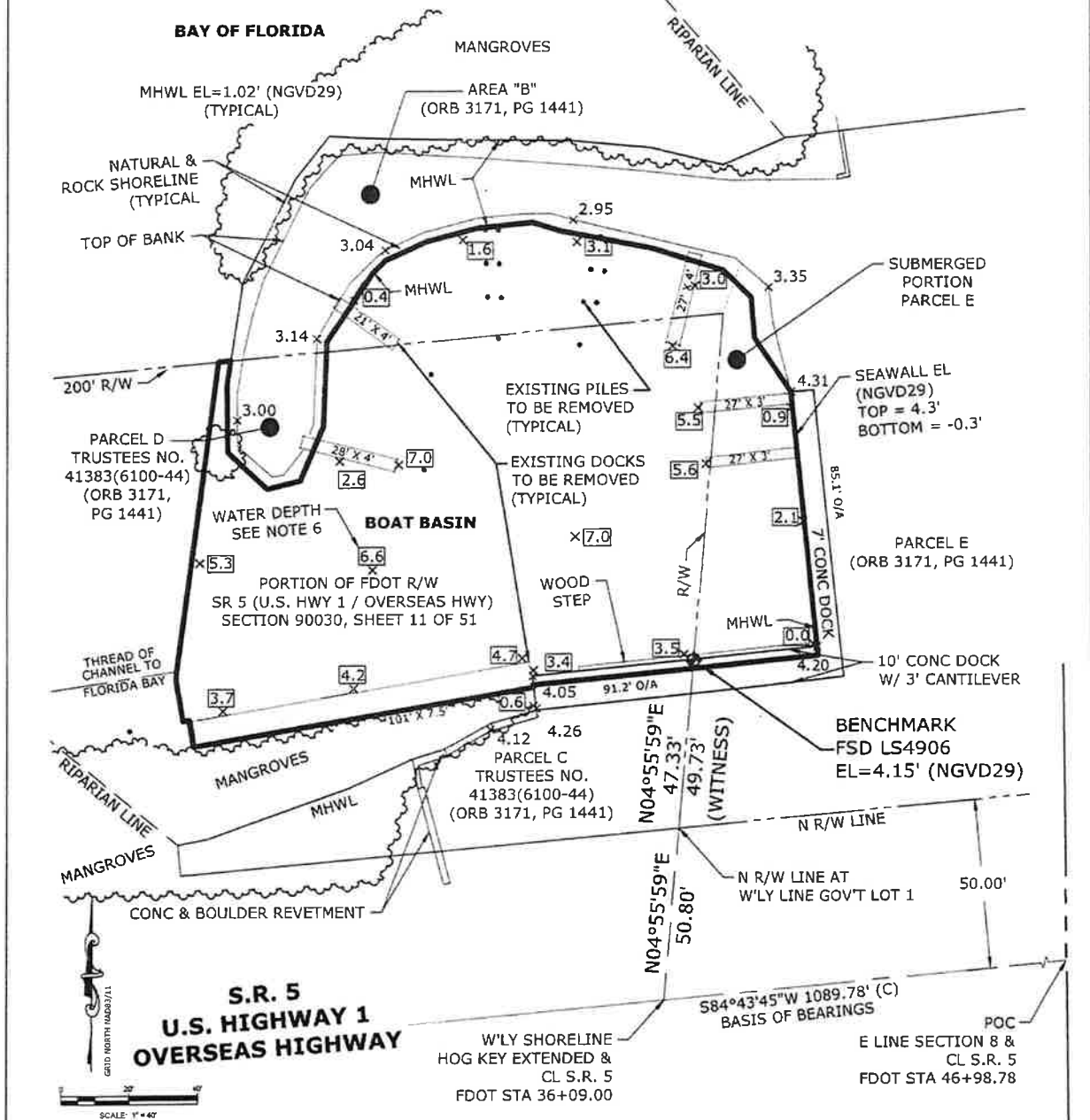


REVISIONS:		
REV. 1: PER COMMENTS FROM HANS WILSON		
REV. 2: CORRECTED COORDINATES AT POINT OF BEGINNING.		
SCALE: 1" = 40'	PROJECT NO: 23072402	SHEET NO: 3 OF 4
DATE: 09/27/2023	OFFICE: CAD: CADAMS CHECKED: KMB	NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED
SPECIFIC PURPOSE SURVEY 7 MILE MARINA 1090 OVERSEAS HIGHWAY HOG KEY, CITY OF MARATHON		


REECE & ASSOCIATES
 PROFESSIONAL SURVEYOR AND MAPPER, LB 7846
 31193 AVENUE A, BIG PINE KEY, FL 33043
 OFFICE (305) 872-1348
 EMAIL INFO@REECESURVEYING.COM

SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST
HOG KEY, CITY OF MARATHON, MONROE COUNTY, FLORIDA

EXISTING CONDITIONS



REVISIONS:

REV. 1: PER COMMENTS FROM HANS WILSON
REV. 2: CORRECTED COORDINATES AT POINT OF BEGINNING.

SCALE: 1" = 40'
PROJECT NO: 23072402
SHEET NO: 4 OF 4
DATE: 09/27/2023
OFFICE: CAD: CADaMS
CHECKED: KMB
NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED
SPECIFIC PURPOSE SURVEY
7 MILE MARINA
1090 OVERSEAS HIGHWAY
HOG KEY, CITY OF MARATHON

REECE & ASSOCIATES
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846
31193 AVENUE A, BIG PINE KEY, FL 33043
OFFICE (305) 872 - 1348
EMAIL INFO@REECESURVEYING.COM

Doc # 2373859 Bk# 3171 Pg# 1441 Electronically Recorded 5/3/2022 at 2:40 PM Pages 6
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
Electronically REC: \$52.50 Deed Doc Stamp \$0.00

Prepared by and return to:

Wolfe Stevens PLLC
6807 Overseas Highway
Marathon, FL 33050
305-743-9858
File Number: 21-541
Will Call No.:

Parcel Identification No. 00101780-000100/00101780-000200

[Space Above This Line For Recording Data]

Corrective Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 29th day of December, 2021 between Grand Keys, LLC, a Florida limited liability company whose post office address is 1144 Boulevard De Palmas, Marathon, FL 33050 of the County of Monroe, State of Florida, grantor*, and City of Marathon, a Florida municipal corporation whose post office address is 9805 Overseas Highway, Marathon, FL 33050 of the County of Monroe, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida, to-wit:

Legal Description Attached as Exhibit A.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

This Deed is being recorded to correct the legal description for the deed recorded on December 29, 2021 at Official Records Book 3146 Page 300.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

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Doc. # 2373859 Page Number: 2 of 6

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: *[Signature]*
 Witness Name: *Alyssa M Perry*
 Witness Name: *Alyssa M Perry*

Grand Keys, LLC, a Florida limited liability company

By: *[Signature]*
 Paul Bielik, Managing Member

(Corporate Seal)

State of Florida

County of Monroe

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of October, 2022 by Paul Bielik, Managing Member of Grand Keys, LLC, a Florida limited liability company, on behalf of the corporation. He/she ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]

[Signature] M Perry
 Notary Public

Printed Name: _____

My Commission Expires: _____



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Exhibit A**TRACT I
PARCEL "E"**

A part of Government Lot 1, Section 8, Township 66 South, Range 32 East on Hog Key, Monroe County, Florida, and being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the baseline of State Road No. 5, a.k.a. U. S. Highway No. 1, as shown on the Florida Department of Transportation right-of-way Map of State Road No. 5, labeled Section 90030-(2522)2530, sheet 4 of 5 sheets, approved on April 16, 1979, and recorded in Road Map Book 1 at page 145 of the Public Records of Monroe County, Florida, with the East line of said Section 8, Township 66 South, Range 32 East, on Hog Key, Monroe County, Florida, thence bear South 85 degrees, 15 minutes, 00 seconds West along said baseline, for a distance of 1089.78 feet, to its intersection with the southerly prolongation of the westerly shoreline of Hog Key as shown upon said right of way map of Florida State Road No. 5. The intersection of said shoreline prolongation with the centerline of U. S. Highway No. 1, being located South 85 degrees, 15 minutes, 00 seconds West, 3.63 feet, measured along said baseline, from the Southwest corner of the North portion of Government Lot 1, Section 8, Township 66 South, Range 32 East, as described in Official Record Book 817, Page 1458 of Monroe County, Florida, Public Records; from said intersection bear North 05 degrees, 27 minutes, 14 seconds East, along said westerly shoreline and its southerly prolongation, for a distance of 50.80 feet, to intersect with a line 50.00 feet Northerly of and parallel with said baseline also being the northerly right of way of said U. S. Highway No. 1, said intersection being the POINT OF BEGINNING of the parcel of land herein intended to be described; from said intersection continue bearing North 05 degrees, 27 minutes, 14 seconds East, along said westerly shoreline for a distance of 152.42 feet, to intersect with a line 200.00 feet Northerly of and parallel with said baseline, also being the most northerly right of way of said U. S. Highway No. 1, thence bear North 20 degrees, 27 minutes, 48 seconds East, along the interpretive westerly shoreline and the easterly line of the land as described in Official Record Book 1260, page 1036, of said Public Records, for a distance of 54.43 feet, to intersect the Westerly Mean High Watertime, of said Hog Key, as located in October, 1991, utilizing methods approved by the Florida Department of Natural Resources in October 1991; thence bear North 49 degrees, 22 minutes, 53 seconds East, along said Mean High Water Line, for a distance of 0.23 feet; thence departing from said Mean High Water Line, bear North 83 degrees, 56 minutes, 38 seconds East, for a distance of 71.55 feet to an iron pipe (cap no. 4906), thence bear South 31 degrees, 36 minutes, 10 seconds East, for a distance of 225.31 feet, to an iron pipe (cap no. 4906), and to intersect with a line 50.00 feet Northerly of and parallel with said baseline, also being the northerly right of way of said U. S. Highway No. 1; thence bear South 85 degrees, 15 minutes, 00 seconds West, along said right of way line, for a distance of 223.68 feet, back to the POINT OF BEGINNING.

LEGAL DESCRIPTION: D.N.R. PURCHASE AREA "B"

Situated in the County of Monroe and the State of Florida and being a parcel consisting of filled lands, lying westerly of Government Lot 1, Section 8, Township 66 South, Range 32 East, Hog Key, and more particularly described as follows:

COMMENCING at the intersection of the baseline of State Road No. 5, a.k.a. U. S. Highway No. 1, as shown on the Florida Department of Transportation Right of Way Map for said State Road No. 5,

Warranty Deed (Statutory Form) - Page 3

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labeled Section 90030-(2522)2530, sheet 4 of 5 sheets, approved on April 16, 1979, and recorded in Road Map Book 1 at page 145 of the Public Records of Monroe County, Florida, with the East line of said Section 8, Township 66 South, Range 32 East, on Hog Key, Monroe County, Florida, then bear South 85 degrees, 15 minutes, 00 seconds West along said baseline, 1089.78 feet to its intersection with the southerly prolongation of the westerly shoreline of Hog Key as shown upon said right of way map of Florida State Road No. 5. The intersection of said shoreline prolongation with the centerline of U. S. Highway No. 1 being located South 85 degrees, 15 minutes, 00 seconds West 3.63 feet, measured along said baseline, from the Southwest corner of the North portion of government Lot 1, Section 8, Township 66 South, Range 32 East, as described in Official Record Book 817, Page 1458 of Monroe county, Florida, Public Records; from said intersection bear North 05 degrees, 27 minutes, 14 seconds East along said westerly shoreline and its southerly prolongation 203.22 feet to the intersect with a line 200.00 feet north of an parallel with said baseline, also being the most northerly right of way of said U. S. Highway No. 1; thence bear North 20 degrees, 27 minutes, 48 seconds East, along the interpretive westerly shoreline 9.85 feet to intersect the southerly mean high water line, as located in October, 1991, utilizing methods approved by the Florida Department of Natural Resources in October, 1991, said intersection being the Point of Beginning of the parcel of land herein intended to be described; thence meander, westerly, along said mean high water line for the following descriptive courses: North 33 degrees, 18 minutes, 28 seconds West for 2.70 feet; thence North 67 degrees, 28 minutes, 58 seconds West for 10.83 feet; thence North 76 degrees, 11 minutes, 35 seconds West for 9.39 feet; thence North 77 degrees, 14 minutes, 22 seconds West for 29.92 feet; thence North 74 degrees, 55 minutes, 14 seconds West for 8.11 feet; thence South 82 degrees, 21 minutes, 13 seconds West for 12.86 feet; thence South 82 degrees, 01 minutes, 15 seconds West for 20.08 feet; thence South 67 degrees, 02 minutes, 19 seconds West for 13.70 feet; thence South 39 degrees, 12 minutes, 12 seconds West for 14.32 feet; thence South 28 degrees, 13 minutes, 44 seconds West for 10.75 feet; thence South 14 degrees, 57 minutes, 25 seconds West for 5.94 feet to intersect the aforesaid most northerly right of way line of U. S. Highway No. 11 thence South 85 degrees, 15 minutes, 00 seconds West, along said most northerly right of way line, for 31.15 feet to intersect the most westerly mean high water line as described above; thence meander along said mean high water line for the following descriptive course: North 03 degrees, 19 minutes, 02 seconds East for 11.69 feet; thence North 15 degrees, 52 minutes, 25 seconds East for 17.00 feet; thence North 31 degrees, 30 minutes, 57 seconds East for 15.58 feet; thence North 29 degrees, 22 minutes, 10 seconds East for 12.86 feet; thence North 07 degrees, 52 minutes, 33 seconds West for 2.73 feet; thence North 52 degrees, 03 minutes, 39 seconds East for 21.96 feet; thence South 81 degrees, 38 minutes, 44 seconds East for 16.02 feet; thence South 87 degrees, 00 minutes, 47 seconds East for 20.02 feet; thence North 89 degrees, 38 minutes, 46 seconds East for 23.13 feet; thence South 00 degrees, 20 minutes, 11 seconds East for 19.54 feet; thence South 82 degrees, 43 minutes, 06 seconds East for 16.01 feet; thence South 38 degrees, 01 minutes, 38 seconds East for 3.61 feet; thence South 85 degrees, 29 minutes, 11 seconds East for 23.27 feet; thence North 49 degrees, 22 minutes, 53 seconds East for 11.71 feet to intersect the aforesaid westerly shoreline of Hog Key; thence departing from said mean high water line and along the interpretive natural shoreline, South 20 degrees, 27 minutes, 48 seconds West for 44.58 feet to the POINT OF BEGINNING.

Together with Parcel "C"

Description of the existing waterward boundary line, as of July 1, 1975, lying Westerly of and adjacent to those lands as described in official records books 2047, page 1772 of the public records of Monroe County, Florida, said line on and adjacent to Florida bay, in section 8, township 66 South, range 32 East, Hog Key, and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the baseline of State Road No. 5, also known as U.S. Highway No.1, as shown on the Florida Department of Transportation right-of-way map of State Road No. 5 labeled Section 90030-(2522)2530, sheet 4 of 5, approved on April 16, 1979, and recorded in road map Book 1 at Page 145 of the Public Records of Monroe County, Florida, with the East line of said Section 8, Township 66 South, Range 32 East, on Hog Key, Monroe County, Florida, thence bear South 84 degrees, 43 Minutes, 53 Seconds West, (bearing basis) along said baseline for a distance of 1089.78 feet, to its intersection with the Southerly prolongation of the Westerly shoreline of Hog Key as shown upon said right-of-way map of Florida State Road No. 5 the intersection of said shoreline prolongation with the said baseline of said State Road No. 5, being located South 84 Degrees, 43 Minutes, 53 Seconds West, 3.63 Feet, measure along said baseline, from the Southwest corner of the North portion of Government Lot 1, Section 8, Township 66 South, Range 32 East, as described in official Record Book 817, Page 1458 of Monroe County, Florida, Public Records; thence

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bear North 04 Degrees, 56 Minutes, 07 Seconds East, along said Westerly Shoreline /Southerly prolongation, for a distance of 50.80 feet, to intersect with a line 50.00 feet Northerly of and parallel with said baseline also being the Northerly right-of-way line of said U.S. Highway No. 1; thence bear South 84 Degrees, 43 Minutes, 53 Seconds West, along said right-of-way line projected, for a distance of 146.62 feet to the Point of Beginning of the existing waterward boundary line hereinafter described, thence bear North 05 Degrees, 16 Minutes, 07 Seconds West, along the Westerly edge of the filled upland area, for a distance of 9.14 feet, to the mean high water line of Florida Bay; thence bear along said mean high water line for the following 8 courses,

- 1) North 78 Degrees 44 Minutes 44 Seconds East, 9.25 Feet;
- 2) North 70 Degrees 20 Minutes 48 Seconds East, 43.50 Feet;
- 3) North 65 Degrees 18 Minutes 33 Seconds East, 20.77 Feet;
- 4) North 72 Degrees 47 Minutes 20 Seconds East, 10.05 Feet;
- 5) North 60 Degrees 53 Minutes 23 Seconds East, 15.63 Feet;
- 6) North 73 Degrees 59 Minutes 30 Seconds East, 13.69 Feet;
- 7) North 06 Degrees 41 Minutes 17 Seconds West, 7.48 Feet;
- 8) North 84 Degrees 18 Minutes 50 Seconds East, 46.68 Feet; to said Westerly shoreline and terminus of this description

Together with Parcel "D"

Description of the existing waterward boundary line, as of July 1, 1975, lying Westerly of and adjacent to those lands as described in official records Book 2047, Page 1772 of the Public Records of Monroe County, Florida, said line on and adjacent to Florida Bay, in Section 8, Township 66 South, Range 32 East, Hog Key, and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the base line of State Road No. 5, also known as U.S. Highway No. 1, as shown on the Florida Department of Transportation right-of-way map of State Road No. 5, labeled Section 90030-(2522)2530, sheet 4 of 5, approved on April 16, 1979, and recorded in Road Map Book 1 at Page 145 of the Public Records of Monroe County, Florida, with the East line of said Section 8, Township 66 South, Range 32 East, on Hog Key, Monroe County, Florida, thence bear South 84 Degrees, 43 Minutes, 53 Seconds West, (bearing basis) along said baseline, for a distance of 1089.78 feet; to its intersection with the Southerly prolongation of the Westerly shoreline of Hog Key as shown upon said right-of-way map of Florida State Road No. 5, the intersection of said shoreline prolongation with the said baseline of said State Road No. 5 being located South 84 Degrees, 43 Minutes, 53 Seconds West, 3.63 Feet, measured along said baseline, from the Southwest corner of the North portion of Government Lot 1, Section 8, Township 66 South, range 32 East, as described in official record Book 817, Page 1458 of Monroe County, Florida Public Records; thence bear North 04 Degrees, 56 Minutes, 07 Seconds East, along said Westerly shoreline Southerly prolongation, for a distance of 50.80 feet, to intersect with a line 50.00 feet Northerly of and parallel with said baseline also being the Northerly right-of-way line of said State Road No. 5; thence continue bearing North 04 Degrees, 56 Minutes, 07 Seconds East, along said Westerly shoreline, for a distance of 152.42 feet, to the intersect with a line 200.00 feet Northerly of and parallel with said baseline, being the most Northerly line of said right-of-way; thence bear South 84 Degrees, 43 Minutes, 53 Seconds West, along said right-of-way line, for a distance of 115.47 feet, to the mean high water line of Florida Bay on the Easterly side of an existing Peninsula and the Point of Beginning of the existing waterward boundary line hereinafter described; thence bear along said mean highwater line for the following 6 courses,

- 1) South 05 Degrees 27 Minutes 11 Seconds West, 22.16 Feet;
- 2) South 22 Degrees 41 Minutes 50 Seconds West, 17.44 Feet;
- 3) South 76 Degrees 27 Minutes 21 Seconds West, 10.23 Feet;
- 4) North 47 Degrees 04 Minutes 42 Seconds West, 15.97 Feet;
- 5) North 00 degrees 34 Minutes 20 Seconds West, 19.95 Feet;
- 6) North 09 degrees 03 Minutes 17 Seconds East, 7.08 Feet to said Northerly right-of-way line and terminus of this description.

**AND
TRACT 2**

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A PART OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST ON HOG KEY, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE BASELINE OF STATE ROAD NO.5, A.K.A. U. S. HIGHWAY NO.1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF STATE ROAD NO.5, LABELED SECTION 90030-(2522)2530, SHEET 4 OF 5 SHEETS, APPROVED ON APRIL 16, 1979, AND RECORDED IN ROAD MAP BOOK 1 AT PAGE 145 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, WITH THE EAST LINE OF SAID SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, ON HOG KEY, MONROE COUNTY, FLORIDA, THENCE BEAR SOUTH 85 DEGREES 15 MINUTES 00 SECONDS WEST ALONG SAID BASELINE, FOR A DISTANCE OF 1089.78 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY SHORELINE OF HOG KEY AS SHOWN UPON SAID RIGHT-OF-WAY MAP; THE INTERSECTION OF SAID SHORELINE PROLONGATION WITH THE CENTERLINE OF U. S. HIGHWAY NO.1, BEING LOCATED SOUTH 85 DEGREES 15 MINUTES 00 SECONDS WEST, 3.63 FEET, MEASURED ALONG SAID BASELINE, FROM THE SOUTHWEST CORNER OF THE NORTH PORTION OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, AS DESCRIBED IN OFFICIAL RECORD BOOK 817, PAGE 1458 OF MONROE COUNTY, FLORIDA, PUBLIC RECORDS FROM THE SOUTHWEST CORNER OF THE NORTH PORTION OF SAID GOVERNMENT LOT 1; FROM SAID INTERSECTION BEAR NORTH 05 DEGREES 27 MINUTES 14 SECONDS EAST ALONG THE SOUTHERLY PROLONGATION OF SAID WESTERLY SHORELINE, FOR A DISTANCE OF 50.80 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD AND THE POINT OF BEGINNING OF PARCEL "E" OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2047, PAGE 1772, SAID POINT BEING A FOUND CONTROL POINT (STAINLESS STEEL SCREW); THENCE BEAR ALONG SAID RIGHT-OF-WAY LINE, NORTH 85 DEGREES 15 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 223.68 FEET, TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "E", BEING A FOUND IRON PIPE, AND THE POINT OF BEGINNING OF PARCEL "B"; THENCE CONTINUE BEARING NORTH 85 DEGREES 15 MINUTES 00 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, 91.37 FEET; THENCE BEAR NORTH 31 DEGREES 36 MINUTES 35 SECONDS WEST, 218.13 FEET; THENCE BEAR SOUTH 57 DEGREES 39 MINUTES 25 SECONDS WEST, 81.50 FEET, TO THE EASTERLY LINE OF SAID PARCEL "E"; THENCE BEAR SOUTH 31 DEGREES 36 MINUTES 10 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID PARCEL "E", 175.80 FEET, BACK TO THE POINT OF BEGINNING.

ALSO

SUBJECT TO AND TOGETHER WITH AN EASEMENT DATED JUNE 10, 1995, AND RECORDED IN OFFICIAL RECORDS BOOK 1358, PAGE 1310 AND AS AMENDED IN EASEMENT DATED APRIL 24, 2006, RECORDED IN OFFICIAL RECORDS BOOK 2203, PAGE 1746 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, AS DEPICTED ON THE SURVEY PREPARED BY J.P. GRIMES DATED 2/13/14.

City of Marathon Seven Mile Marina

1090 Overseas Highway,
Marathon, Florida 33050



WATER QUALITY MONITORING PROGRAM

Prepared by:



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June 2023

Water Quality Monitoring Program

Introduction: The City of Marathon Seven Mile Marina is a public docking facility to be owned and operated by the City of Marathon.

The following Water Quality Monitoring Program outlines the testing to be conducted by a third part to provide the Florida Department of Environmental Protection reasonable assurance that State Water Quality requirements are maintained as outlined by Chapter 62-160 of the Florida Administrative Code.

No fueling, live abords, or industrial activities are proposed within the marina. The primary sources of pollutions are associated with the storage of vessels and with the wooden pilings within the basin. The marina will operate with a Marina Management Plan which outlines Best Management Practices to reduce the potential for pollutants in the basin. Additionally, the wooden piling will be wrapped with HDPE pile wrap to limit leaching of pollutants into the basin.

Monitoring & Reporting: The City of Marathon Seven Mile Marina will designate an Environmental Compliance Officer (ECO) who will be responsible for the water quality monitoring in the marina basin. The ECO shall remain in a permanent operating position as long as the marina provides boat mooring and will be responsible for all documenting and reporting. The monitoring conducted will comply with the provisions outlines in Chapter 62-160 of the Florida Administrative Code.

Monitoring Parameters: The ECO will measure the following parameters on a semi-annual basis and provided FDEP staff with a summary of their finding.

The ECO will measure the following parameters:

- Parameters to be Measured / Analyzed at Two (2) Different Depths (1' below the surface and mid-depth) Within Water Column Per Station Bi-Annually
 1. Salinity
 2. Temperature
 3. Dissolved Oxygen
 4. Chlorophyll (a)
 5. Total Nitrogen
 6. Total Phosphorus
- Parameters to be Measured / Analyzed at one (1) depth (1' below surface) Within Water Column Per Station Bi-Annually
 1. Fecal Coliform
 2. Enterococci
 3. Total Nitrogen
 4. Total Phosphorous
 5. Secchi Depth

- Bi-Annual Field Measurements
 1. Salinity
 2. Temperature
 3. Dissolved Oxygen
 4. pH
 5. Secchi Depth
- Bi-Annual Analysis
 1. Turbidity
 2. Fecal Coliform
 3. Enterocci
 4. Chlorophyll (a)
 5. Total Nitrogen
 6. Total Phosphorus

Monitoring Locations:

1. 24°42'30.69"N / 81° 6'50.57"W: Inside of Marina
2. 24°42'29.93"N / 81° 6'51.68"W: Marina Entrance Channel
3. 24°42'37.60"N / 81° 6'57.93"W: Reference Site



The photo above shows the reference site locations overlaid onto Google Earth Aerial.