



TOM GARDNER
Executive Director

State of Florida
DEPARTMENT OF NATURAL RESOURCES

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399

BOB MARTINEZ
Governor
JIM SMITH
Secretary of State
BOB BUTTERWORTH
Attorney General
GERALD LEWIS
State Comptroller
BILL GUNTER
State Treasurer
DOYLE CONNER
Commissioner of Agriculture
BETTY CASTOR
Commissioner of Education

October 17, 1988

PLEASE ADDRESS REPLY TO:

Michael S. Mullin, Esquire
Nassau County Board of
County Commissioners
Post Office Box 1010
Fernandina Beach, Florida 32034

Dear Mr. Mullin:

DNR Management Agreement No. MA-45-001
Grantee: Nassau County Board of County Commissioners

Enclosed is a completely executed management agreement for your records. Should you need any additional information, please contact me at 904/488-2297.

Sincerely,

Diane Rogowski

Mrs. Diane Rogowski
Bureau of Submerged Lands
Management

DR/d
cc: DSL Field Office
Enclosure

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

AGREEMENT NO. MA-45-001

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

WHEREAS, the Board has authority to provide for the management of said lands by virtue of Chapter 253.03, Florida Statutes; and

WHEREAS, NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS has expressed an interest in managing the subject lands as a public dock and boat ramp; and

WHEREAS, NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS has authority to undertake management of said lands by virtue of July 7, 1988 Delegation of Authority No. SB-12.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, referred to herein as the "Board" hereby grants to NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, herein referred to as the Grantee authorization to manage as a public dock and boat ramp the site described in Exhibit "A" attached hereto, and made part hereof.

WITNESSETH:

The Board and the Grantee, for and in consideration of the covenants hereinafter contained agree that the Grantee will have the use of the area described in Exhibit "A", attached herein for a period of ten years from October 3, 1988, the effective date of this agreement. The terms and conditions of this agreement are as follows:

1. Subject to all existing encumbrances and the terms and conditions of the subject parcel, the Board hereby grants the Grantee the authorization to manage the subject properties which shall not conflict with the conservation, protection and enhancement of said lands, nor shall this agreement be construed in any way to interfere with the maintenance of public navigation projects or other public works projects authorized by the United States Congress.

2. In addition to the above-stated management activities provided for under this Agreement, the Grantee shall furnish the Board with a management plan prior to final execution of this agreement which will detail the specific policies that will be implemented. The plan outlines and provides details of how all activities proposed for the subject properties will be implemented and enforced. Upon receipt and acceptance of the plan by the Board, it shall become Exhibit "B" of this instrument and shall serve as a guideline for future management activities to be provided on the properties. The plan shall be reviewed jointly by the Board, or its agent, 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 advanced written approval of the Board. Additionally, the Grantee shall comply with the conditions of the Department of Environmental Regulation Permit No. 451193582 dated April 7, 1988, Exhibit "C".

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.

4. The Board, or its agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this Agreement.

5. Should the Grantee fail to keep any of its covenants contained herein, the Board shall have the right to terminate this Agreement on the 60th day following written notice to the Grantee, provided that the Grantee fails to correct the deficiency within the 60 day period. If the Grantee takes corrective action, satisfactory evidence shall be submitted to the Board of the corrective action taken.

6. This Agreement does not convey any title interest to the area described in Exhibit "A" attached hereto.

7. The Board, or its agent, shall retain the right to enter the property or engage in management activities other than those provided for herein, with prior notification to and in

consultation with the Grantee and shall retain the right to grant approval for compatible uses of the property to third parties during the term of the Agreement. In the event of a possible conflict, the Board shall determine whether or not any proposed uses by a third party are in conflict with the Agreement.

8. Renewal of this agreement is at the sole option of the Board or its agent. Such renewal is subject to the terms, conditions and provisions of current management standards and applicable laws, rules and regulations in effect at that time. If the Grantee fails to apply for a renewal within the grace period, or in the event the Board does not grant a renewal, the Grantee shall vacate the agreement area. Said grace period shall be 60 days after the expiration of this agreement.

9. Should a need of greater public benefit or necessity arise, the Board shall have the right to terminate the Agreement upon providing 60 days written notice to the Grantee.

10. The Grantee shall have the right to terminate this Agreement upon providing 60 days written notice to the Board.

11. 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.

12. The Grantee agrees to assist in the investigation of injury or damage claims either for or against the State or the Board, or its agent, pertaining to its respective area of responsibility, or arising out of its respective management programs and activities, and to contact the Board, or its agent, regarding whatever legal action it deems appropriate to remedy same.

13. The Grantee shall defend, hold and save the Board and its agents harmless from any and all liabilities or claims that may result from injuries to persons or damages to property arising out of the use of the property by the Grantee.

14. Section 267.061(1)(b), Florida Statutes, specifies that title to all treasure trove, artifacts and such objects or 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.

15. Any inequities that may subsequently arise as a result of this Agreement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective staffs to resolve conflict(s), the matter may be referred to the Board for final resolution.

16. Upon cessation of occupation of said property, 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 on the property at their own expense.

IN TESTIMONY WHEREOF, the legally designated agent of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, has hereunto subscribed his name and has caused the official seal of the Board to be hereto affixed, in the City of Tallahassee, on this 11 day of October, A.D., 1988.

TO BE COMPLETED BY GRANTOR OR LAWFULLY DESIGNATED AGENT

(SEAL)

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

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

WITNESS:

Virginia S. Quary
Paul J. Hunte

By:

Percy W. Mallison, Jr.
DIRECTOR, DIVISION OF STATE LANDS DEPARTMENT OF NATURAL RESOURCES, AGENT FOR THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Percy W. Mallison, Jr. to me well known and known to me to be the person who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 11th day of October, A.D., 1988.

My commission expires:

Notary Public, State of Florida

My Commission Expires May 24, 1990

Bonded Thru Troy Fair - Insurance Inc.

APPROVED AS TO FORM AND LEGALITY:

Eugene E. McCullough Jr.
DNR Attorney

Diane C. Rogowski
Notary Public
State of Florida at Large

Cresley Thompson
DNR Contract Manager

J. Standard
DNR Contract Administrator

TO BE COMPLETED BY GRANTEE OR LAWFULLY DESIGNATED AGENT

Accepted this 18th day of August, 1988.

STATE OF Florida

COUNTY OF Nassau

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

GRANTEE
John F. Claxton
Title: Vice-Chairman
Nassau County Board of County Commissioners

Corporation/Organization

Post Office Box 1010

Address
Fernandina Beach, FL 32034

City and State

WITNESS:

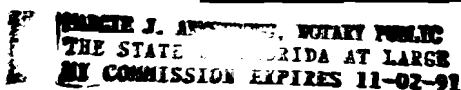
Margie J. Armstrong
Joyce E. Bradley

Before me personally appeared John F. Claxton to me well known and known to me to be the person who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 18th day of August, A.D., 1988.

My commission expires:

Margie J. Armstrong
Notary Public
State of Florida at Large





Nassau County Engineer

RECEIVED SOUTH 8th STREET
FERNANDINA, BEACH, FL 32034-3056

1988 AUG -8 AM 9:47
WILLIAM LECHER, P.E.

DIVISION OF STATE LANDS COUNTY ENGINEER

July 28, 1988

Ms. Linda Sumarladason
DNR-State Lands
Submerged Land
Northeast Florida Field Office
3426 Bills Road
Jacksonville, FL 32207

RE: YOUR FILE NO. 451193582
NASSAU COUNTY, BOARD OF COUNTY COMMISSIONERS

Dear Ms. Sumarladison:

Following is a legal description of the area of submerged lands we will use
(or be responsible for) under the Consent Agreement:

An area 4 ft. by 60 ft. = area of dock
An area 12 ft. by 46 ft. = area of boat ramp below MHW
for a total of approximately 800 square feet.

If further information is requested do not hesitate to contact this office.

Respectfully,

Joann Kirkland

Joann Kirkland
Administrative Aide

CC: Board of County Commissioners
Michael S. Mullin, County Attorney

CALLAHAN (904) 879-1593

FERNANDINA (904) 261-6041

JACKSONVILLE (904) 356-6670

EXHIBIT "A"
PAGE 6 of 16 PAGES
MA-45-001



KINGS FERRY QUADRANGLE
GEORGIA-FLORIDA
7.5 MINUTE SERIES (TOPOGRAPHIC)
SECTION BOUNDARY IS QUADRANGLE

6851 MW
WOODRINE

DATE: 6-20-04

SCALE: 1" = 40'

PAGE 8 OF 16 PAGES

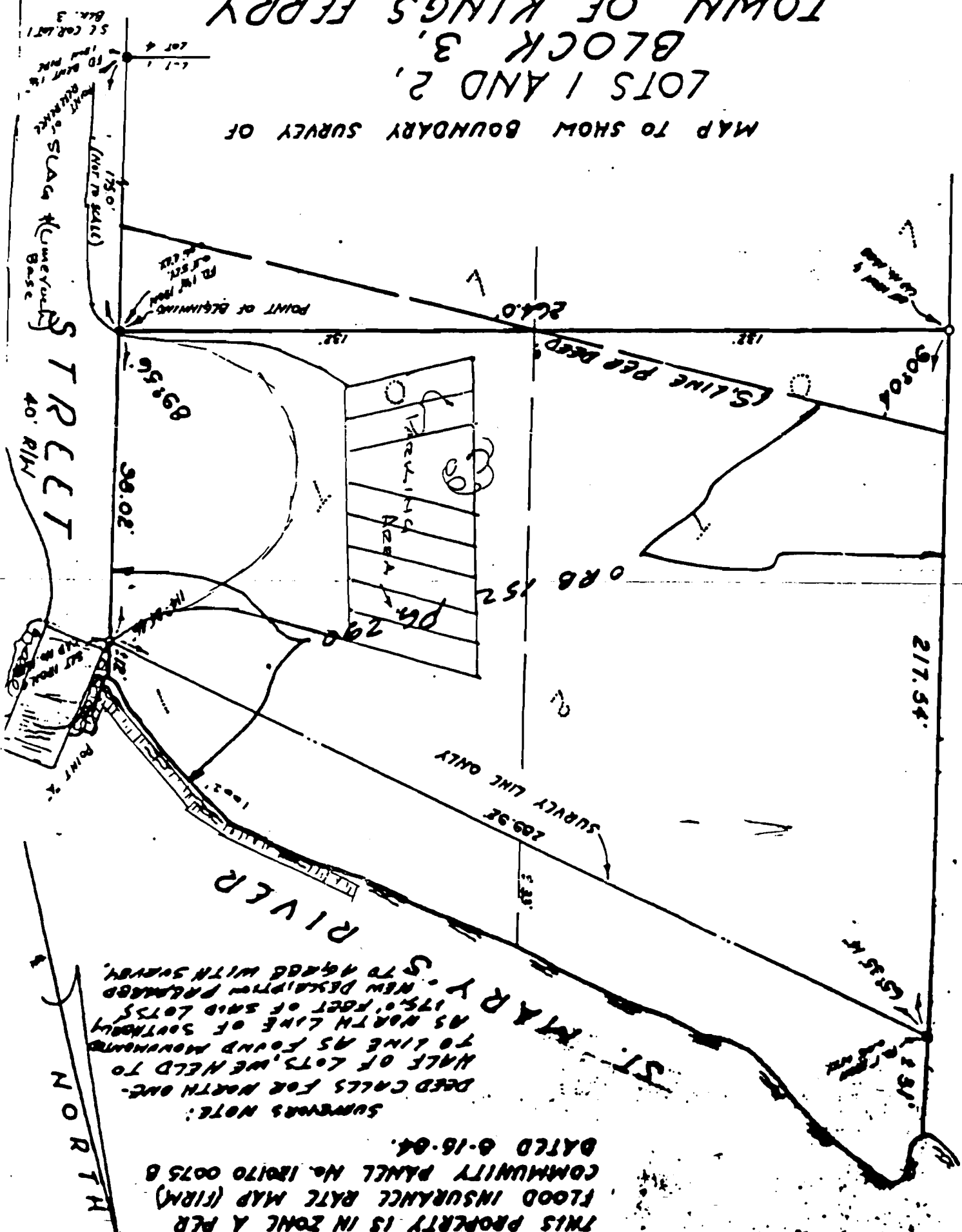
EXHIBIT "A"

NASSAU COUNTY BOARD OF COMMISSION

VERNON H. DRAKE & ASSOC.

P.L.S. No. 1558
I HEREBY CERTIFY THAT SAID MAP WAS PREPARED UNDER MY SUPERVISION & DONE IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 173, F.S., ADMINISTRATIVE CODE.

MAP TO SHOW BOUNDARY SURVEY OF
LOTS 1 AND 2,
BLOCK 3,
TOWN OF KINGS FERRY,
NASSAU COUNTY, FLORIDA.
ACCORDING TO PLAT RECORDED IN THE PUBLIC RECORDS
OF SAID COUNTY, IN PLAT BOOK "O", PAGE 64.
EXCEPTING THEREFROM THE SOUTHERLY 175.0 FEET OF
LOTS 1 AND 2 AFOREMENTIONED.



FLOOD NOTE:
THIS PROPERTY IS IN ZONE A PER
FLOOD INSURANCE RATE MAP (FIRM)
COMMUNITY PANEL No. 12070 0075 B
DATED 8-16-04.

SURVEYOR'S NOTE:
DEED CALLS FOR NORTH ONE-
HALF OF LOTS, WE HELD TO
TO LINE AS FOUND MOVEMENT
AS NORTH LINE OF SOUTHERLY
175.0 FEET OF SAID LOTS
NEW DESCRIPTION PARAGRAPHS
S TO AGREE WITH SURVEY.

SLACK STREET
40' R/W
POINT OF BEGINNING
175.0' (FOR PLAT)
LOT 4
LOT 3
S.E. CORNER
FD DISTRICT

ST. MARY'S RIVER

NORTH

103 SOUTH TENTH STREET
FERNANDINA BEACH, FLORIDA

The Nassau County Board of County Commissioners hereby commits to managing the subject sovereignty submerged lands for use as a public dock and boat ramp. The dock and boat ramp shall be open to the public at no charge and there shall be no revenue generating activities associated with this facility.

There shall be mooring on a temporary basis only. No permanent mooring will be allowed at the subject dock and boat ramp.

The ramp and surrounding area shall be kept free of litter and debris. Trash receptacles shall be placed in locations accessible to the general public.

Kings Ferry Dock and Boat Ramp

MANAGEMENT PLAN

MASSACHUSETTS BOARD OF COUNTY COMMISSIONERS

DEPARTMENT OF ENVIRONMENTAL REGULATION

NORTHEAST DISTRICT

3426 BILLS ROAD
JACKSONVILLE, FLORIDA 32207
904/796-4200



BOB MARTINEZ
GOVERNOR

DALE TWACHTMANN
SECRETARY

ERNEST E. FREY
DISTRICT MANAGER

Michael J. POCSELMONS
ASSISTANT DISTRICT MANAGER

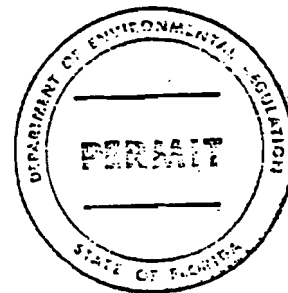
Nassau County Board of Commissioners

PERMITEE: c/o Jim MacLaughlin, P.E.
Nassau County Engineer
Route 4, Box 171-B
Fernandina Beach, FL 32034

I.D. Number:
Permit/Certification Number: 451193582
Date of Issue: 4/7/88
Expiration Date: 4/7/93
County: Nassau
Latitude/Longitude: 30°42'00"/81°45'00"
Section/Township/Range: 48/4N/25E
Project: Construct dock, boat ramp and parking lot

This permit is issued under the provisions of Chapter(s) 403, Florida Statutes, and Florida Administrative Code Rule(s) 17-4. 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:

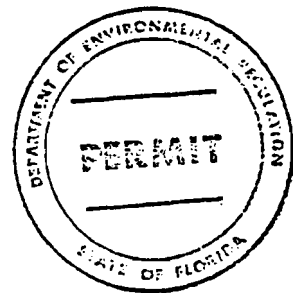
Construct a public boat ramp and associated parking lot along the St. Marys River at Kings Ferry. The boat ramp is to be constructed of 6 inch concrete slabs with a 6 by 6 welded wire mesh at 1:12 slope (V:H). The boat ramp is to be 66 feet long by 12 feet wide with an estimated 80 cubic yards of material excavated. The sides of the embankment are to be 3:1 (H:V) sloped and then seeded and mulched. In addition, a 60 foot by 4 foot dock is to be constructed along the shoreline. Approximately 800 square feet (.018 of an acre) of transitional wetlands are to be cleared of vegetation for an unpaved parking lot.



GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations, and restrictions set forth herein are "Permit Conditions" and as such are binding upon the permittee and enforceable pursuant to the authority of Sections 403.161, 403.727, or 403.859 through 403.861, Florida Statutes. The permittee is hereby placed on notice that the department will review this permit periodically and may initiate enforcement action for any violation of the "Permit Conditions" by the permittee, its agents, employees, servants or representatives.
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 403.067(6) and 403.722(5), Florida Statutes, the issuance of this permit does not convey any vested rights or any exclusive privileges. Nor does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations. This permit does not constitute 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 the permit.
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgement 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, plant or aquatic life or property and penalties therefor caused by the construction or operation of this permitted source, 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 at all times properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed or used by the permittee to achieve compliance with the conditions of this permit, as 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, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Inspecting the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably 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 notify and provide the department with the following information:
 - a. a description of and cause of non-compliance; and



b. the period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the non-compliance.

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 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 arising under the Florida Statutes or department rules, except where such use is proscribed by Sections 403.73 and 403.111, Florida Statutes.
- 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.
- 11. This permit is ~~transferable~~ only upon department approval in accordance with Florida Administrative Code Rules 17-4.12 and 17-30.30, 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 is required to be kept at the work site of the permitted activity during the entire period of construction or operation.
- 13. This permit also constitutes:
 - () Determination of Best Available Control Technology (BACT)
 - () Determination of Prevention of Significant Deterioration (PSD)
 - (X) Certification of Compliance with State Water Quality Standards (Section 401, PL 92-500)
 - () Compliance with New Source Performance Standards

14. The permittee shall comply with the following monitoring and record keeping requirements:

- a. Upon request, the permittee shall furnish all records and plans required under department rules. The retention period for all records will be extended automatically, unless otherwise stipulated by the department, during the course of any unresolved enforcement action.
- b. The permittee shall retain 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), copies of all reports required by this permit, and records of all data used to complete the application for this permit. The time period of retention shall be 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:
 - the date, exact place, and time of sampling or measurements;
 - the person responsible for performing the sampling or measurements;
 - the date(s) analyses were performed;
 - the person responsible for performing the analyses;
 - the analytical techniques or methods used; and
 - 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 that 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 submitted or corrected promptly.



PERMITTEE: Nassau County Bd. of Commissioners

I.D. Number:

Permit/Certification Number: 451193562

Date of Issue: 4/7/88

Expiration Date: 4/7/93

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 of the Department of Natural Resources 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 16Q-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 archeological artifacts, such as Indian canoes, are discovered at any time within the project site the permittee shall immediately notify the Northeast District Office of the Department of Environmental Regulation and the Bureau of Historic Preservation, Division of Archives, History and Records Management, R.A. Gray Building, Tallahassee, Florida 32301.
3. Turbidity controls shall be utilized throughout the project to contain any turbidity generated that exceeds State water quality standards.
4. The work shall be done during periods of average or low water.

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT and all copies were mailed before the close of business on 4-8-88 to the listed persons.

FILING AND ACKNOWLEDGEMENT

FILED, on this date, pursuant to S120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Walt E. O'Connell Clerk 4-8-88 Date

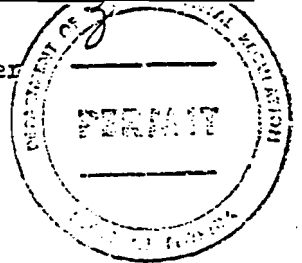
Issued this 7th day of Apr., 1988

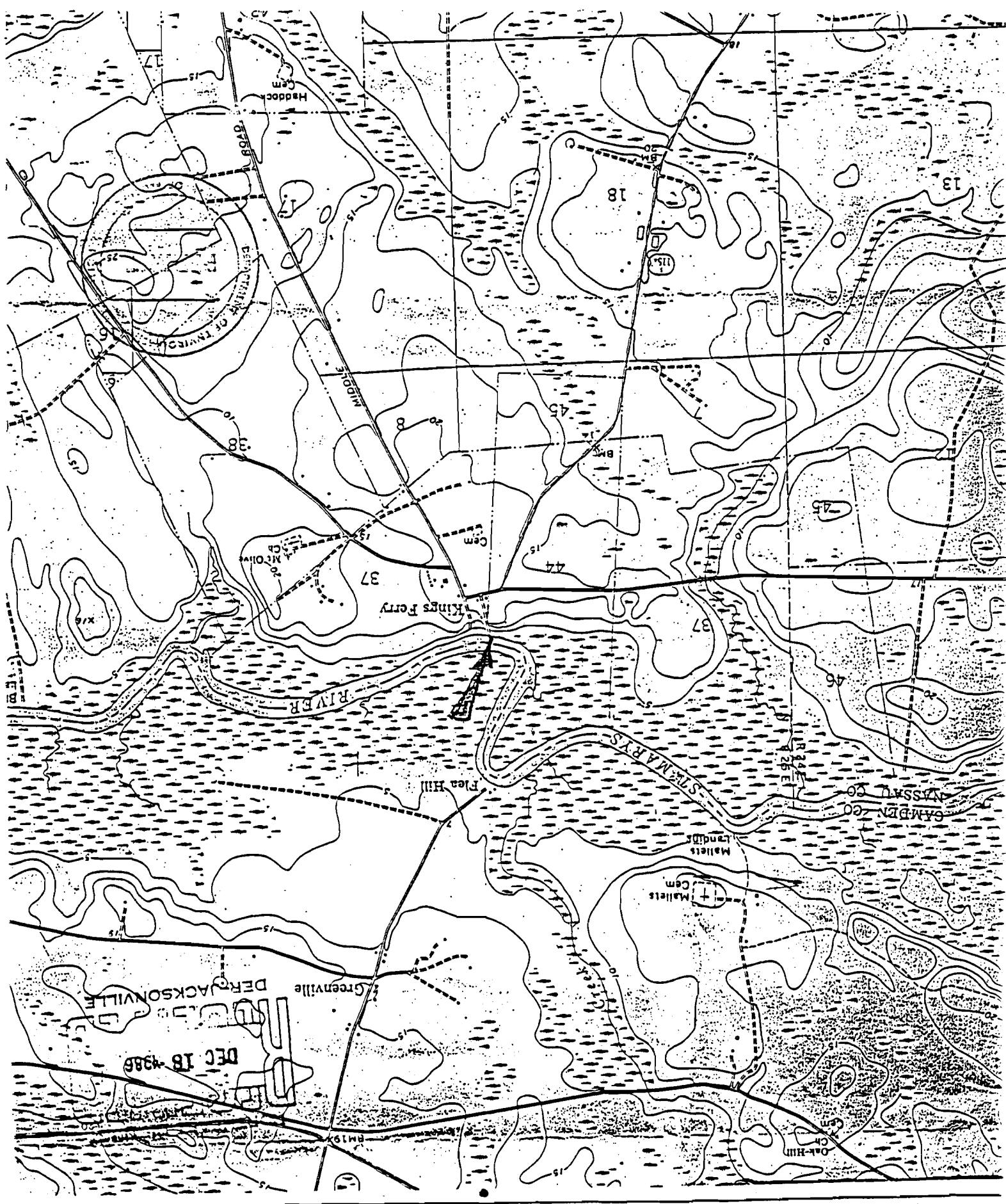
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL REGULATION

Copy to: ACOE, Jacksonville
DNR, Jacksonville

Pages attached.

for Michael J. Fitzsimmons
Ernest E. Frey
District Manager

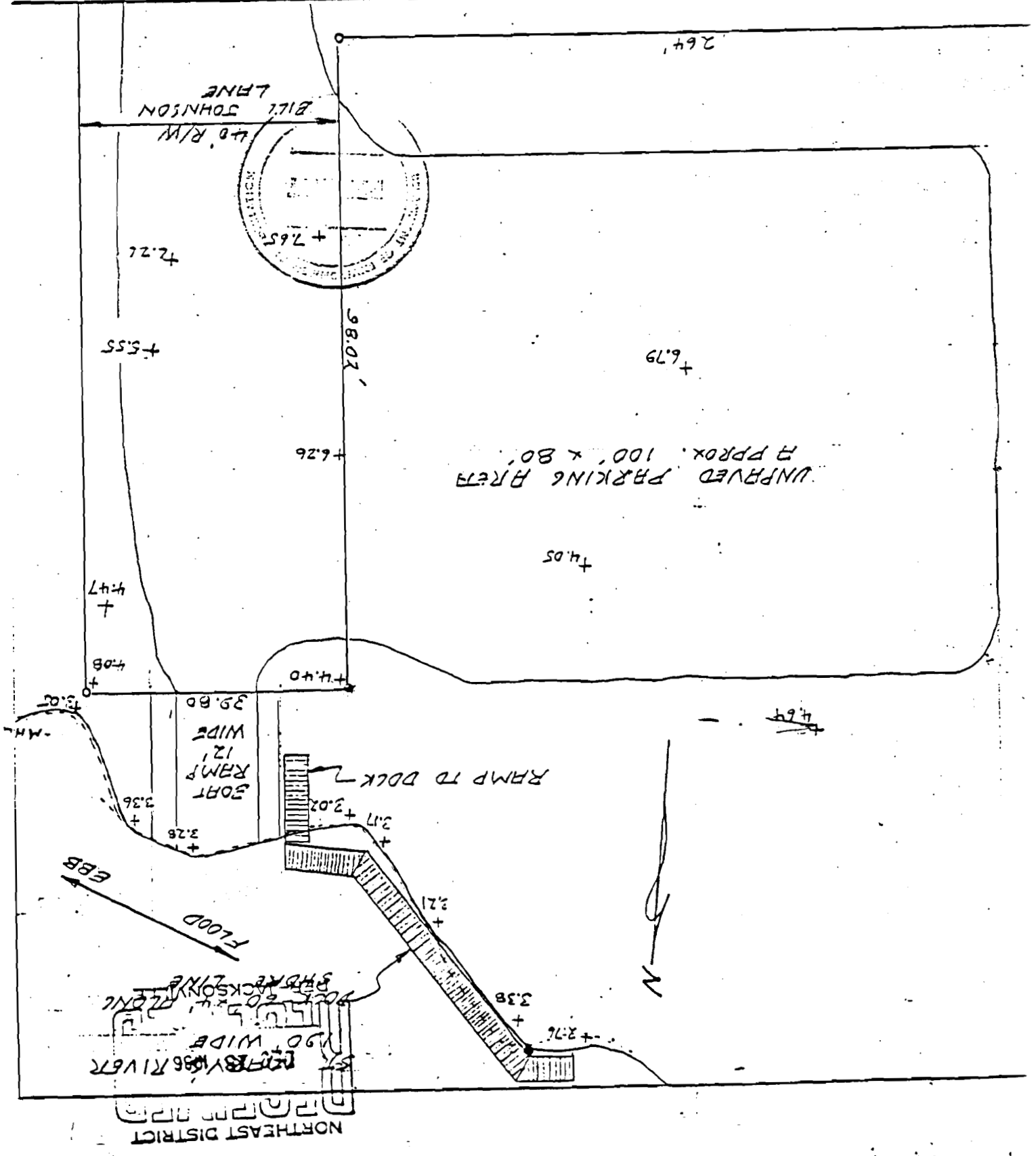




KINGS FERRY QUADRANGLE
GEORGIA-FLORIDA
7.5 MINUTE SERIES (TOPOGRAPHIC)
SE/4 BOULDER 15 QUADRANGLE

1985
WOODBINE

PURPOSE: PROVIDE BOATING ACCESS
 BY C. MCDONNELL, PE
 FOR MASSACHUSETTS COUNTY COMM.
 IN: ST. MARY'S RIVER AND DOCK
 PROPOSED BOAT RAMP
 SHEET: 1 OF 2
 DATE: 5 NOV 66
 FERNANDINA BEACH, FLA 32034

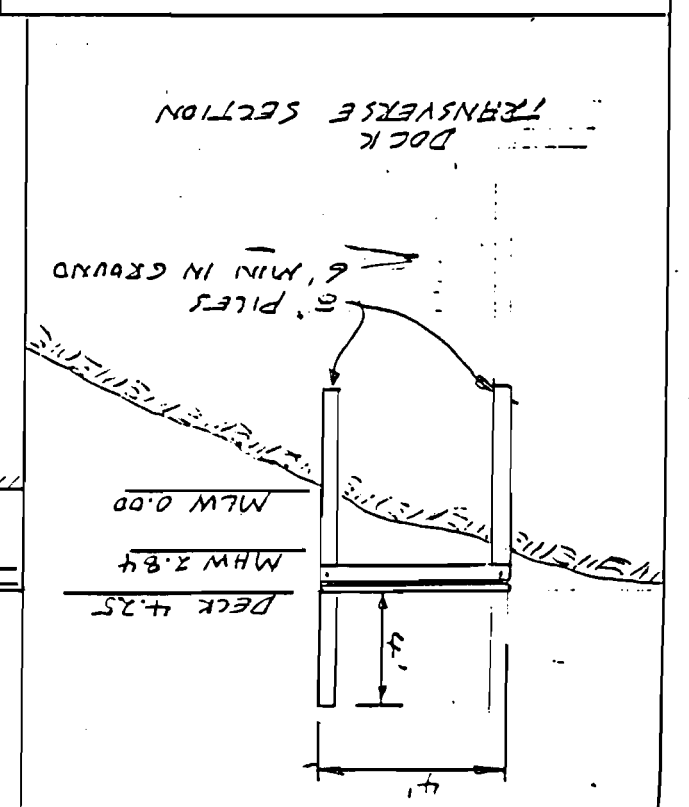
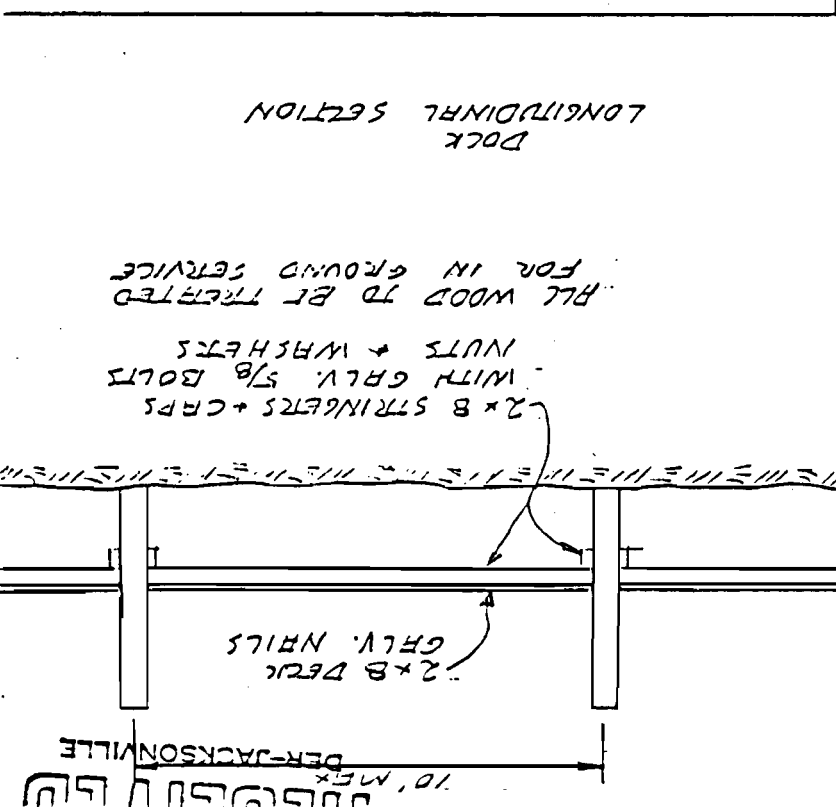
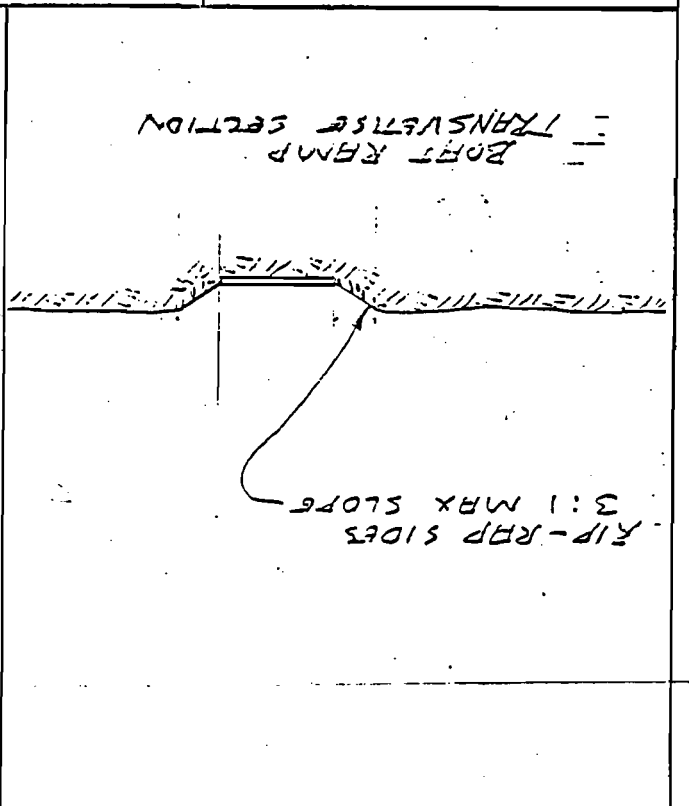
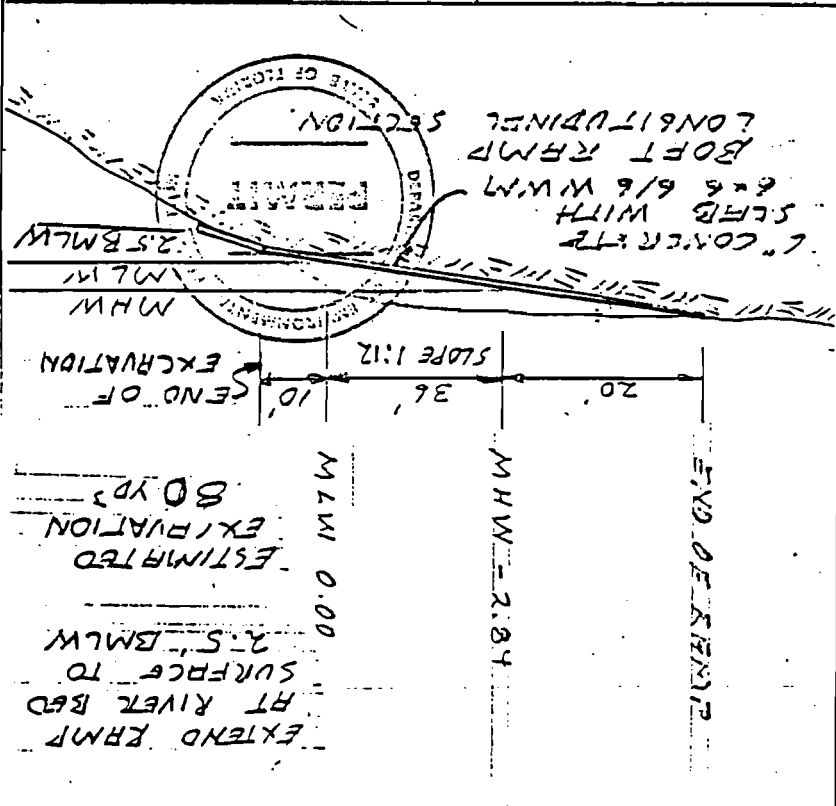


NORTHEAST DISTRICT

PURPOSE: PROVIDE BOATING ACCESS FROM USGS

SECTION VIEWS BY G. McDONNELL P.E. FOR MISSISSIPPI COUNTY COMM. R.D. BOX 1010 FARMHANDIA BEACH, FLA 32054

PROPOSED BOAT RAMP AND DOCK IN: ST MARY'S RIVER AT: KING'S FERRY COUNTY OF: MISSISSIPPI SHEET: 2 OF 2 DATE: 5/20/86



APR 9 1987