

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

AGREEMENT NO. 45-001  
BOT FILE NO. 451193582

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund holds title to certain sovereignty submerged lands in Nassau 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 Nassau County Board of County Commissioners 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 Nassau County Board of County Commissioners, 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 October 3, 1998, 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. 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. All of the foregoing subject to the remaining conditions of this Management Agreement.
2. RIGHT TO INSPECT: The Grantor shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this Agreement.
3. PROPERTY RIGHTS: This Agreement does not convey any title interest to the area described in Exhibit "B" attached hereto.
4. 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.
5. 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.
6. 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.

7. 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.

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

9. 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.

10. 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.

11. 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:

Judy Woodard  
Original Signature

Judy Woodard  
Print/Type Name of Witness

Fredrica W. Jones  
Original Signature

Fredrica W. Jones  
Print/Type Name of Witness

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

(SEAL)

BY: Gloria C. Nelson

Gloria C. Nelson, 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 4<sup>th</sup> day of April, 2001, by Gloria C. Nelson, 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. She is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

Paul Hess  
DEP Attorney

Dulvia D. Roberts  
Notary Public, State of Florida

 MY COMMISSION # C0854057 EXPIRES  
July 25, 2001  
BONDED THRU TROY FARM INSURANCE, INC.

Printed, Typed or Stamped Name

My Commission Expires:

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

WITNESSES:

Joan H. Blanchard  
Original Signature

JOAN G. BLANCHARD  
Typed/Printed Name of Witness

James J. Bradley  
Original Signature

Joyce T. Bradley  
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Nassau

Nassau County Board of County Commissioners (SEAL)

BY: Marianne Marshall  
Original Signature of Executing Authority

Marianne Marshall  
Typed/Printed Name of Executing Authority

Chair  
Title of Executing Authority

"GRANTEE"

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2001, by Marianne Marshall as Chair, for and on behalf of the Nassau County Board of County Commissioners. She is personally known to me or produced \_\_\_\_\_ as identification.

My Commission Expires: 12/19/03

Conne H. Arthur  
Notary Public, State of Florida

Commission/Serial No. CC 896505

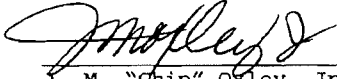
Printed, Typed or Stamped CONNIE H. ARTHUR  
Notary Public, State of Florida  
My comm. expires Dec. 19, 2003  
Comm. No. CC 896505

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

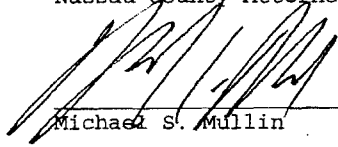
SIGNATURE PAGE

ATTEST:

Approved as to Form by the  
Nassau County Attorney



J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk



Michael S. Mullin

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

MANAGEMENT PLAN

Kings Ferry Dock and Boat Ramp

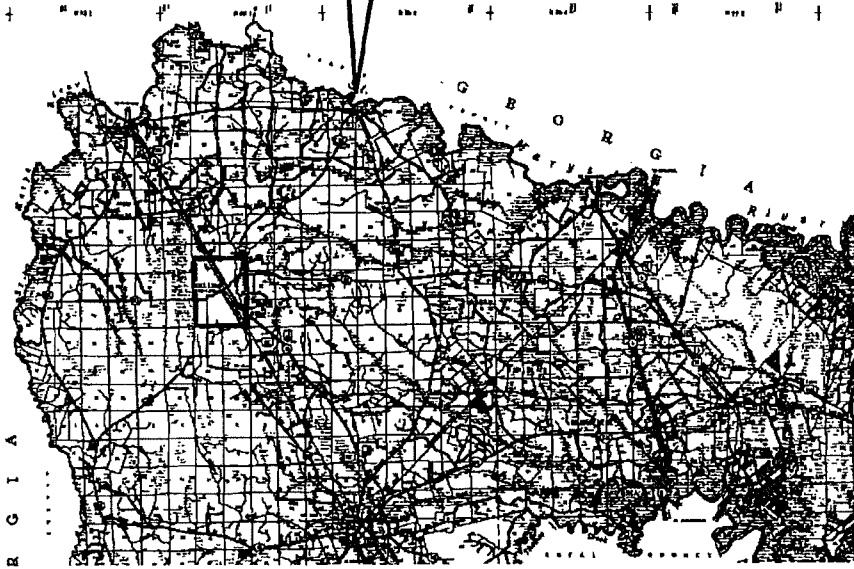
The Nassau County Board of County Commissioners hereby commits to managing the subject sovereignty submerged lands for use as a public dock and boat ramp. The dock and boat ramp shall be open to the public at no charge and there shall be no revenue generating activities associated with this facility.

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.

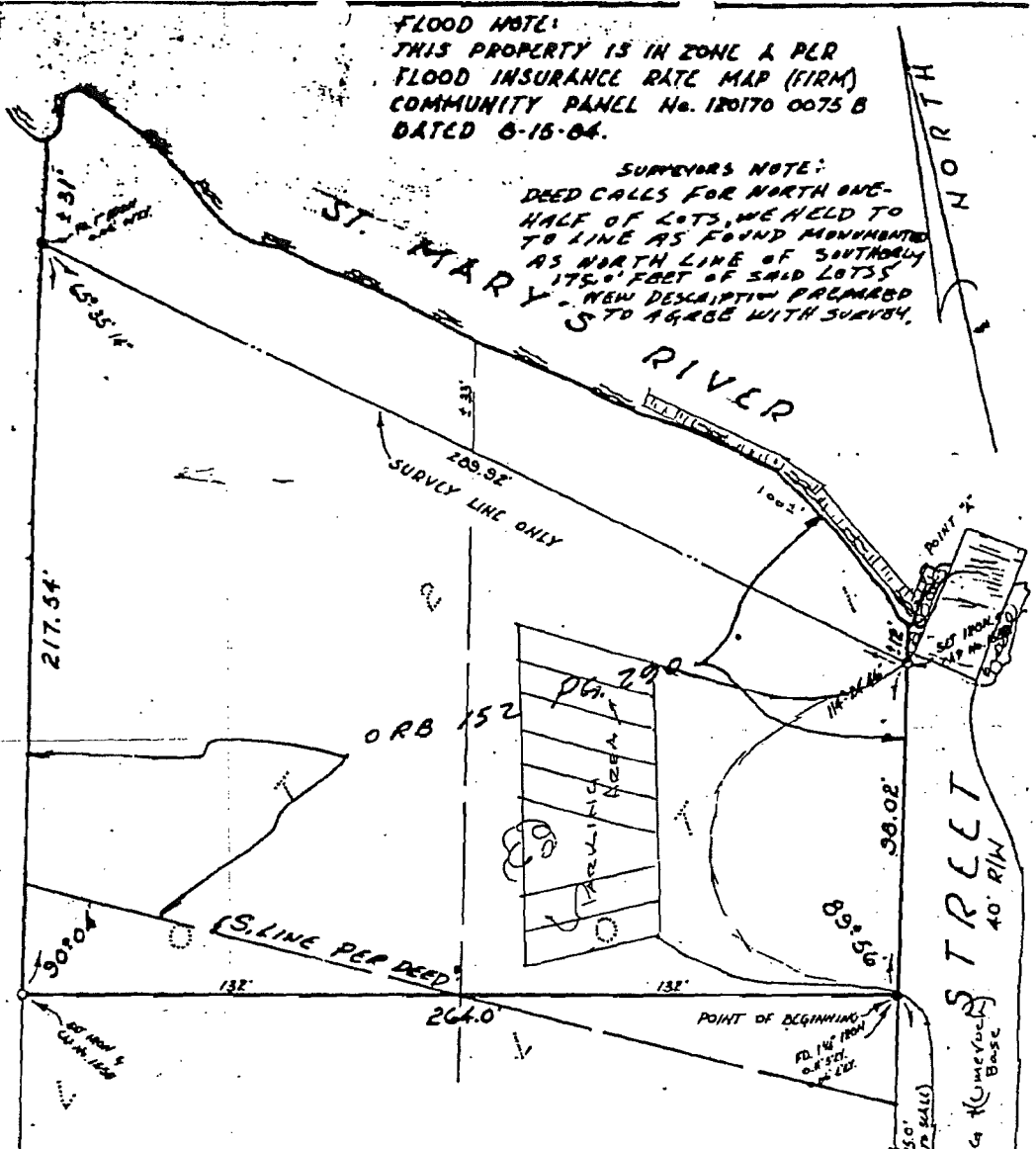
# Locator map

At north end of SR  
121A out of Callahan,  
or, SR 115A from  
Hilliard



**FLOOD NOTE:**  
 THIS PROPERTY IS IN ZONE A PER  
 FLOOD INSURANCE RATE MAP (FIRM)  
 COMMUNITY PANEL No. 120170 0075 B  
 DATED 6-15-84.

**SURVEYOR'S NOTE:**  
 DEED CALLS FOR NORTH ONE-  
 HALF OF LOTS, WE HELD TO  
 TO LINE AS FOUND MONUMENTED  
 AS NORTH LINE OF SOUTHERLY  
 175.0' FEET OF SAID LOTS  
 - NEW DESCRIPTION PALMARD  
 S TO A 6488 WITH SURVIV.



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.

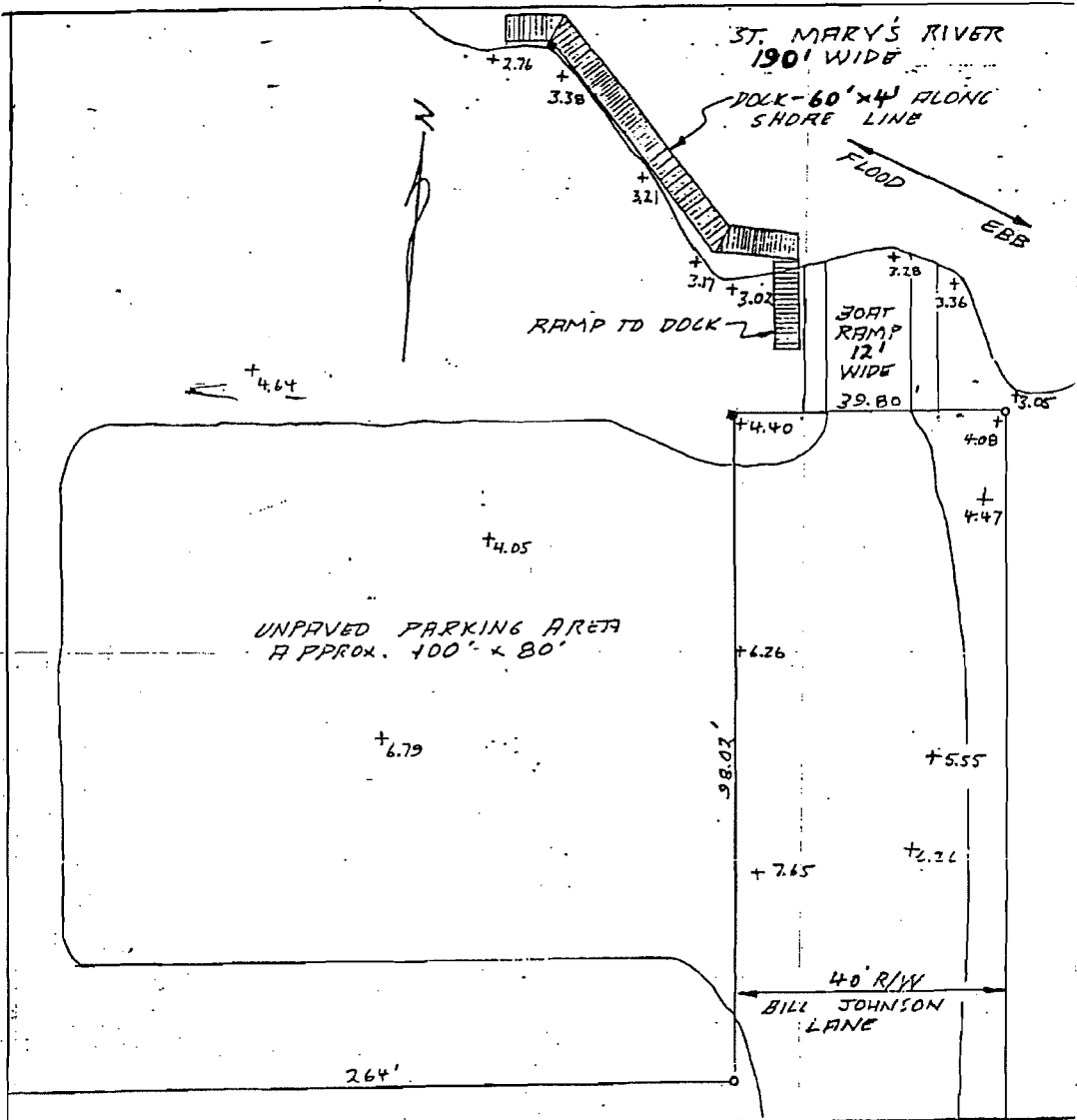
Attachment B  
 Page 6 of 7 pages  
 Management Agreement No. 43-801

NASSAU COUNTY BOARD  
 OF COMMISSION

I HEREBY CERTIFY THIS SURVEY WAS PERFORMED UNDER MY  
 SUPERVISION & DONE IN ACCORDANCE WITH THE MINIMUM  
 TECHNICAL STANDARDS FOR LAND SURVEYING UNDER CHAPTER  
 46, PART 6, F.S.A. ADMINISTRATIVE CODE.

*Vernon H. Drake*  
 P. L. S. No. 1558  
 VERNON H. DRAKE & ASSOC.  
 P. O. BOX 1782  
 103 SOUTH TENTH STREET  
 FERNANDINA BEACH, FLORIDA.

SCALE: 1" = 40'  
 DATE: 6-20-84



PURPOSE: PROVIDE BOATING ACCESS. DATUM: USGS	PLAN VIEWS BY G. McDEVINELL, PE FOR NASSAU COUNTY COMM. P.O. BOX 1010 FERNANDINA BEACH, FLA 32034	PROPOSED BOAT RAMP AND DOCK IN: ST. MARY'S RIVER AT: KING'S FERRY COUNTY OF: NASSAU SHEET: 2 OF 3 DATE: 5 NOV 06 861PP-21090
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Jeb Bush  
Governor

# Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

April 4, 2001

David B. Struhs  
Secretary

Mr. Walter Gossett,  
County Administration  
Nassau County Board of County Commissioners  
P.O. Box 1010  
Fernandina Beach, Florida 32035

BOT File No. 451193582  
Management Agreement 45-001

01 APR - 9 11:03 AM '01

Dear Mr. Gossett:

Enclosed is a completed copy of the Management Agreement that renews the management by Nassau County of submerged lands at the Kings Ferry boat dock and boat ramp for another 10 years. We will retain the other copy for our records.

Thank you for helping us to update our records. If I can help you with anything else, please give me a call at (850) 488-2291. Or, you can use [Tom.Butler@dep.state.fl.us](mailto:Tom.Butler@dep.state.fl.us) to reach me by e-mail.

Sincerely,

Tom Butler  
Bureau of Public Land Administration  
Division of State Lands

Enclosures

Via Certified Mail

cc: Gloria C. Nelson  
FDEP Northeast District Office, Jacksonville

"More Protection, Less Process"

Printed on recycled paper.



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
David C. Howard  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

March 20, 2001

Mr. Tom Butler  
Bureau of Public Land Administration  
Department of Environmental Protection  
3900 Commonwealth Boulevard  
Tallahassee, FL 32399-3000

Re: BOT File No. 451193582  
Management Agreement 45-001

Dear Mr. Butler:

Enclosed are two executed Management Agreements renewing the management by Nassau County of submerged lands at the Kings Ferry boat dock and boat ramp for another ten years as approved by the Nassau County Board of County Commissioners at their regularly scheduled meeting on March 12, 2001.

Please return one fully executed original agreement for our files. If we may be of any further assistance, please let us know.

Sincerely,

J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

jgb

Enclosures



# Department of Environmental Protection

Jeb Bush  
Governor

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

David B. Struhs  
Secretary

February 23, 2001

Mr. Walter Gossett,  
County Administration  
Nassau County Board of County Commissioners  
P.O. Box 1010  
Fernandina Beach, Florida 32035

BOT File No. 451193582  
Management Agreement 45-001

01 FEB 24 11:27

Dear Mr. Gossett:

Enclosed are two copies of a Management Agreement that renews the management by Nassau County of submerged lands at the Kings Ferry boat dock and boat ramp for another 10 years. This Management Agreement has been backdated because it was accidentally overlooked until recently. This agreement incorporates, for reference, elements of the original agreement to provide a Management Plan.

Please have both copies of this Management Agreement signed by Nassau County Chair Marianne Marshall (with two witnesses required), have both notarized, and then returned to us for final execution.

Please note that Chapter 695 of the Florida Statutes requires that the names of the person executing the instrument, the two witnesses, and the notary public be legibly printed or typewritten directly below that person's signature. We will have both copies properly executed, and return one original to you for your records, keeping the other original copy.

If I can help you with anything else, please give me a call at (850) 488-2291. Or, you can use [Tom.Butler@dep.state.fl.us](mailto:Tom.Butler@dep.state.fl.us) to reach me by e-mail.

Sincerely,

Tom Butler  
Bureau of Public Land Administration  
Division of State Lands

TB/tb  
Enclosures  
cc: Gloria C. Nelson

"More Protection, Less Process"

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FERNANDINA BEACH, FLORIDA 01550 23 PM 12:11  
AUGUST 18, 1988

The Nassau County Board of County Commissioners met in Special Session this 18th day of August, 1988 at 11:30 A.M. Present were: John F. Claxton, Vice Chairman; Commissioners Gene R. Blackwelder, Hazel Jones, and James E. Testone. Also present were: Michael S. Mullin, County Attorney; Joanna R. Cason, Chief Operations Officer; and Joyce Bradley, Deputy Clerk. Chairman Pickett was not present due to illness.

The Vice Chairman called the meeting to order and stated that the purpose of this meeting was to approve the Management Agreement for Certain Sovereignty Submerged Lands. Said lands will be managed by the Nassau County board of County Commissioners as a public dock and boat ramp to be known as the Kings Ferry Boat Ramp.

The County Attorney informed the Board that he and Commissioners Blackwelder and Testone travelled to Tallahassee on Wednesday, August 17, 1988 to meet with the Department of Natural Resources regarding this proposed boat ramp. The County Attorney Stated that the Department of Natural Resources was provided with a packet of information regarding this boat ramp which included Board of County Commission minutes dating back to 1980, a copy of the Department of Environmental Regulation Final Order, a copy of the Circuit Judge's Final Order from the Civil Action case in regard to this matter, and other pertinent information. The County Attorney reviewed the Management Agreement with the Board and stated that the exhibits to this document include a copy of the Department of Environmental Regulation permit, the Corp of Engineers permit, an overall site map of the area, and a boundary survey of the area prepared by Vernon Drake, Surveyor.

The County Attorney reviewed the terms and conditions as set forth in this agreement.

Also, the County Attorney stated that the Board of County Commissioners shall commit to managing the subject sovereignty submerged lands for use as a public dock and boat ramp, which shall be open to the public at no charge and there shall be no revenue-generating activities associated with this facility. Also, 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.

The Vice Chairman called for those present who were against said boat ramp.

Mrs. Dot Hill along with other residents of Kings Ferry appeared before the Board in opposition to this proposed dock and boat ramp. Mrs. Hill stated that she felt this special meeting today was unfair as it was called quickly, and she could not have

all of her neighbors present as they are working. Also, she stated that the Department of Natural Resources assured her that they would grant a public hearing and would notify her of same. Mrs. Hill stated that since she and the other neighbors were against this boat ramp they had asked for an alternate site, a site which would not be within a residential community. Vice Chairman Claxton informed Mrs. Hill that the Board had approached ITT Rayonier about the possibility of Orange Bluff as an alternate site, but stated that an agreement could not be reached.

Mrs. Hill stated that the proposed Kings Ferry Boat Ramp will only park seven cars and the area is only one acre, half of which is wetland. Mrs. Hill stated that she was not against boat ramps because she and her family enjoy the outdoors. Mrs. Hill stated that some of her concerns are litter, and insufficient parking. The County Attorney informed Mrs. Hill that the county has an ordinance in place that governs litter at boat ramps. The County Attorney stated that state and local laws apply to boat ramps, but stated that there is not a special ordinance for each and every boat ramp.

Mr. Gordon Hart, Attorney, appeared before the Board and stated that he felt that because this is in an Open Rural (OR) area, it seems to be a Conditional Use, and therefore a Conditional Use permit should be issued. The County Attorney stated that this is in Open Rural (OR) and does not anticipate a Conditional Use.

After some discussion among the Board members and the audience, Commissioner Blackwelder made motion, approving the Management Agreement for Certain Sovereignty Submerged Lands in Nassau County, Florida, to be managed by the Nassau County Board of County Commissioners as a public dock and boat ramp to be known as the Kings Ferry Boat Ramp, and instructed the Vice Chairman to sign same on behalf of the Nassau County Board of County Commissioners. Motion seconded by Commissioner Testone and voted unanimously.

Mrs. Hill informed the Board that there are some surveying flags in front in Mrs. McCook's house, and stated that she did not know what these were for as they could have nothing to do with the boat ramp site. The Board instructed the County Attorney to contact Mr. Vernon Drake, surveyor, to see what these surveying flags were for.

There being no further business, the Board adjourned at 12:00 Noon.

CHAIRMAN

ATTEST:

EX-OFFICIO CLERK