



FLORIDA DEPARTMENT OF Environmental Protection

Southwest District Office
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

May 30, 2024

City of Clearwater
c/o Jennifer Poirrier, City Manager
600 Cleveland St., Suite 600
Clearwater, FL 33755
Jennifer.poirrier@myclearwater.com

Re: Proposed Temporary Use Agreement
City of Clearwater – Seminole Docks
302 Seminole St., Clearwater, FL 33755
Site No. 449065/BOT No. 520369673

Dear Mr. Slaughter:

Enclosed is the Temporary Use Agreement (TUA) to provide temporary authorization for existing structures and mooring areas on state-owned submerged lands adjacent to your riparian upland property referenced above. Please sign and return the TUA **to this office within 10 days of receipt of this letter**. Please leave the date on the first page blank.

If you have any questions regarding this matter, please contact Anthony Vixayo by email at Anthony.vixayo@floridadep.gov or by phone at 813-470-5757. Your continued cooperation in this matter is appreciated.

Sincerely,

A handwritten signature in black ink that reads "Kelley M. Boatwright".

Ms. Kelley M. Boatwright
Southwest District Director
Florida Department of Environmental Protection

Enclosures: TUA for signature
Survey

cc: Pamala Vazquez, FDEP-SWD, Pamala.Vazquez@floridadep.gov
Anthony Vixayo, FDEP-SWD, Anthony.vixayo@floridadep.gov
Hannah Westervelt, FDEP-SWD, Hannah.Westervelt@FloridaDEP.gov
Daniel Slaughter, City of Clearwater, daniel.slaughter@myclearwater.com

TEMPORARY USE AGREEMENT
BOT. No. 520369673

This Temporary Use Agreement (hereinafter referred to as the "Agreement") is entered into this 30th day of May, 2024, by and between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (hereinafter referred to as the "Board") and City of Clearwater, hereinafter referred to as the "Applicant".

RECITALS:

- A. The Applicant desires to enter into this Agreement for the sovereign lands (hereinafter referred to as "lands") and water column adjacent to the Applicant's upland real property located at 302 Seminole St Clearwater, FL 33755, Pinellas County, Florida.
- B. Public docking structures, boat ramp, and City facility are operating on these lands adjacent to Applicant's upland real property without the Board's approval or authorization.
- C. Applicant desires to obtain the consent of the Board to maintain and use the structures maintain the performance of the activities located on these lands.
- D. The parties acknowledge that the application, approval and issuance of a sovereign lands lease may require a time period of several months.
- E. The Applicant desires to have the temporary use of the structures [performance of the activities] located on these lands during the processing and review of the Applicant's sovereign lands lease application or other sovereign use application.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants set forth herein, the Applicant agrees as follows:

1. **The Applicant acknowledges and understands that the grant of this Agreement and the payment of the amount herein does not guarantee that the Board will grant the Applicant a lease or that the Department of Environmental Protection will recommend that a lease be granted.**
2. The Applicant is hereby granted the temporary exclusive use of the structures performance of the activities located on these lands as depicted in Exhibit "A", consisting of approximately 283,339 square feet, waterward of Applicant's upland real property described above. This temporary exclusive use is for a term not to exceed one year from the date of execution of this Agreement through May 30, 2025, or until the date of execution of a sovereign lands lease between the Board and the Applicant, whichever occurs first. The Applicant shall make no claim of title to or interest in the sovereign lands identified in Exhibit "A" solely by reason of occupancy or use thereof under this Agreement.
3. The existing structures can only be utilized, and activities can only be performed as they were on the date of execution of this Agreement, which was as May 30, 2024. In the event any part of any of these structures and Activities is determined by a final adjudication issued by a court of competent jurisdiction to encroach or interfere with riparian rights of the adjacent upland riparian owner, Applicant agrees to either obtain written consent for the offending structure or use from the affected adjacent upland riparian owner or 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 Agreement and be grounds for immediate termination of this Agreement at the sole option of the Board.
4. The consideration paid for this Agreement includes the lease fees due for these lands from 2024 through 2025 plus interest payable on past due lease fees. This consideration is not refundable, notwithstanding the denial of a sovereign lands lease by the Board.

5. The Applicant acknowledges that the lease fees assessed in this agreement after March 1, 2025 are an estimate created using the base rate per square foot fee from the 2024-2025 billing cycle times the approximate square footage of the lands preempted by the structures and performance of the activities. A supplemental invoice will be generated and issued to the applicant at the time of lease execution that accounts for any difference in lease fees owed for the new per square foot fee established on March 1, 2025 which is based on changes in the consumer price index, pursuant to Rule 18-21.011(1)(b.), Florida Administrative Code, and changes in the square footage of the preempted area based on a survey supplied by the Applicant pursuant to Applicant's sovereign lands lease application, and the Applicant hereby agrees to pay the full amount any additional lease fees owed to the Board due to these changes within 30 days of the receipt of the supplemental invoice.

6. In the event that a sovereign lands lease application is not approved by the Board and executed by both parties prior to the expiration or sooner termination of this Agreement, and either the Applicant fails to timely submit the information concerning title as required herein, or the Board denies the Applicant's claim of title and the Applicant has not commenced an action to quiet title as specified herein, the Applicant shall remove all structures and cease all activities referenced herein from and on the sovereign lands at the Applicant's sole expense. The complete removal of the structures shall be accomplished within 360 days. The complete cessation of the activities shall occur immediately following the expiration or termination of this Agreement, whichever occurs first.

7. If the Applicant asserts title to the sovereign lands identified in Exhibit "A", the Applicant must submit an application, accompanied by all evidence upon which Applicant relies for the assertion of title, to the Division of State Lands ("DSL"), Department of Environmental Protection, within 90 days after the execution of this Agreement. DSL will review the application and accompanying evidence and give a response to Applicant as to whether the Board will assert title to the sovereign lands described in Exhibit "A". If DSL responds that the Board will assert title to said sovereign lands, the Applicant must file an appropriate action in circuit court within 90 days of DSL's response to obtain a legal determination of title to the sovereign lands. If DSL, after consultation with the Board, responds that the Board does not assert title to the sovereign lands, then the Applicant shall not have to apply for a sovereign lands lease, and that portion of the consideration representing lease fees and interest shall be refunded. If DSL, after its review, responds that the Board does not assert title to a portion of the sovereign lands, any consideration for that portion representing lease fees and interest will be refunded. Failure to submit the initial application and evidence within 90 days after execution of this Agreement, or failure to file the appropriate court action within 90 days after DSL's response, shall constitute a waiver by the Applicant of all of its claim of title to the sovereign lands and an acknowledgment that the Board owns the sovereign lands.

8. Applicant shall make initial application for a sovereign lands lease (modification) to the Board within 30 days of the execution of this Agreement and complete the application by no later than 180 days of the execution of this Agreement for the lands identified in Exhibit "A".

9.. This Agreement is temporary in nature and may not be extended or modified except upon the express written agreement of the Board. No request for an extension of the Agreement shall be considered by the Board except upon a demonstration by the Applicant that the Applicant is in full compliance with the terms and conditions of this Agreement and has exercised due diligence in its efforts to procure a sovereign lands lease from the Board.

10. Applicant shall save and hold harmless and indemnify the Board, Department of Environmental Protection, and the State of Florida against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of, any person or persons and for loss or damage to any property arising out of or connected with Applicant's occupation and use of these lands and the structures or activities located thereon. By execution of this Agreement, applicant waives any claim it may have against the Department of Environmental Protection concerning the submerged lands described on Exhibit "A" except as described in Paragraph 6 above.

11. Applicant agrees that any litigation arising from matters relating to this Agreement between the Board and the Applicant shall be initiated and maintained only in Leon County, Florida.

12. This Agreement, and any rights and privileges contained herein, are for the sole benefit and use of the Applicant and shall not be assigned or transferred by the Applicant to any other party without the prior written consent of the Board, which consent shall not be unreasonably withheld.

13. The terms of this Agreement may be enforced by the Board notwithstanding that the authorization granted hereunder has expired.

Executed on the date first written above.

Countersigned:

CITY OF CLEARWATER, FLORIDA

Bruce Rector
Mayor

By: _____
Jennifer Poirrier
City Manager

Approved as to form:

Attest:

Jerrold Simpson
Assistant City Attorney

Rosemarie Call
City Clerk

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____ as _____ of _____ who is personally known to me or who has produced _____ as identification.

Notary name: _____

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

WITNESSES:

Original Signature

Printed/Typed Name

Original Signature

Printed/Typed Name

By: Kelley M. Boatwright
Director of District Management,
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

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____, Director of District Management, Southwest District, 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/She is personally known to me.

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No.: _____

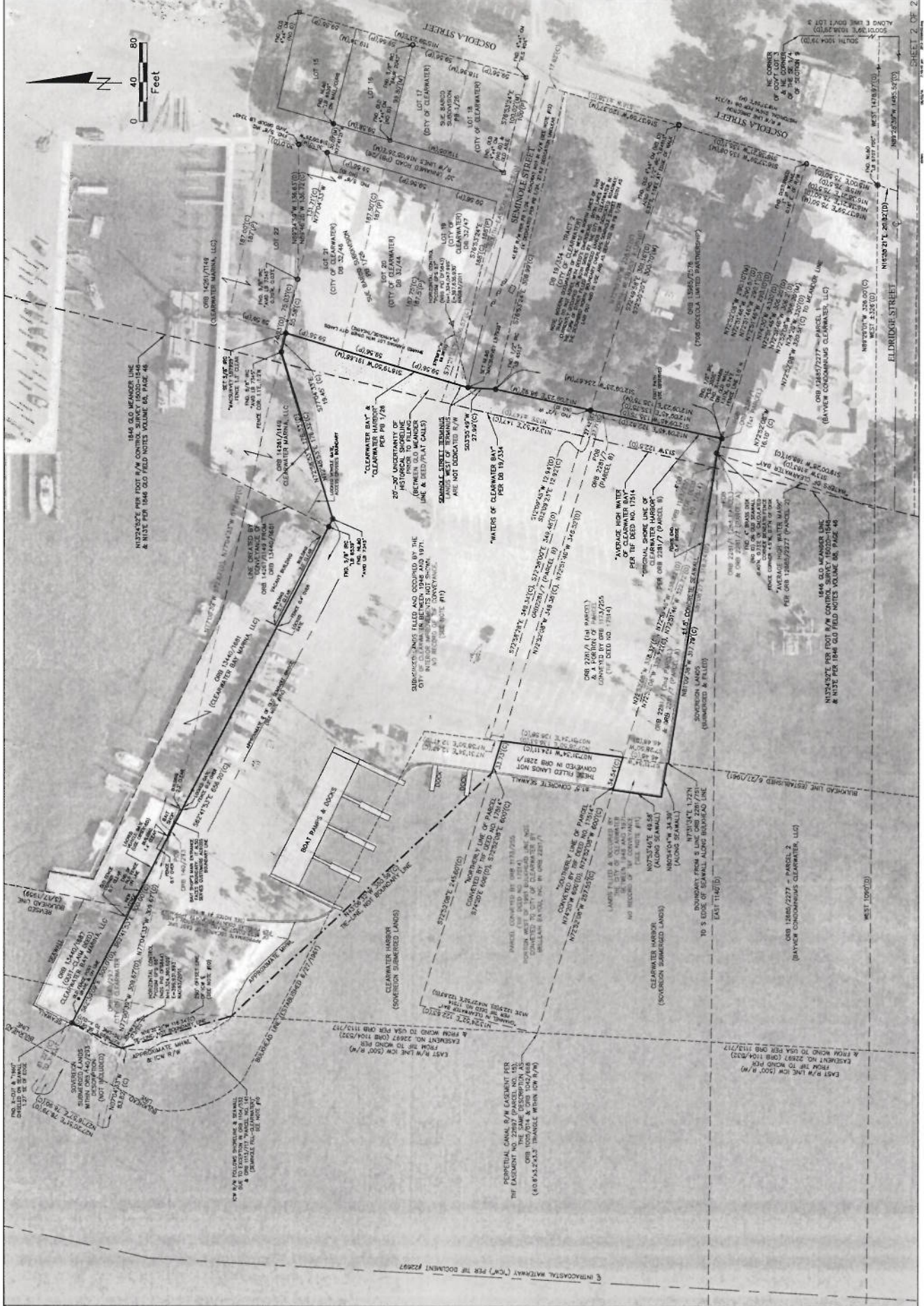
Exhibit A



**BOUNDARY SURVEY OF
SEMINOLE STREET BOAT RAMP
SECTION 9, TOWNSHIP 29 SOUTH, RANGE 15 EAST
DUKE ENERGY OF FLORIDA, LLC
AS HEREON FOR**

DATE	06/27/2014
REVISIONS	
BY	
PROJECT NO.	1013-009-002
SHEET NO.	2 OF 2
DATE	06/27/2014
PROJECT NO.	1013-009-002
BY	

Macsurvey, Inc.
PROFESSIONAL SURVEYORS & MAPPERS
FLORIDA LICENSED SURVEYORS & MAPPERS BUSINESS LICENSE 147929
501.234.7800 (Phone), info@macsurvey.com (Email)



INTRODUCTORY STATEMENT (TYPED) PER THE DOCUMENT #22897

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