

STANDARD OPERATING PROTOCOL FOR ARTIFICIAL REEF CONSTRUCTION

March 2017

Alabama Department of Conservation and Natural Resources Marine Resources Division
Dauphin Island (251) 861-2882
Gulf Shores (251) 968-7576

Any person, firm, or corporation wishing to deploy structures to be used as artificial fishing reefs must adhere to the following construction and deployment guidelines and float plan filing procedures. THE ALABAMA ARTIFICIAL REEF CONSTRUCTION PROTOCOL CAN CHANGE! CONTACT YOUR LOCAL MARINE RESOURCES DIVISION OFFICE FOR UP-TO-DATE INFORMATION.

INSPECTION AND PERMITTING

1) All Structures must be inspected and permitted prior to deployment. Structure(s) to be inspected must be in such position as to allow a complete and safe inspection.

2) A \$31.00 inspection/permit fee is required for each individual structure, payable to the Alabama Department of Conservation and Natural Resources - Marine Resources Division (ADCNR/MRD) by personal check, cashier's check or money order. If the applicant intends to deploy two or more structures to build a single reef, each structure must be substantially (permanently) attached to one other. Multiple components not so attached will be permitted separately and subject to additional \$31.00 inspection/permit fees for each independent structure. ADCNR/MRD inspectors will signify approval of an acceptable structure(s) and configuration by applying an approved ADCNR/MRD Permit Placard (see example Permit Placard in Appendix I) to the structure(s). A Permit Placard signifying ADCNR/MRD approval will not be placed on the structure(s) until all discrepancies identified by the inspector have been corrected. Also, the ADCNR/MRD agent will complete the first three sections of the Permit Application Form (Appendix II) and the ADCNR/MRD agent's signature signifies acceptance of the Permit Application Form. The Permit Application Form is considered the "Permit" after the ADCNR/MRD agent has signed the Permit Application Form. The "Float Plan" section may be completed at the time of permit authorization if the applicant has sufficiently planned the deployment voyage. If the applicant has not sufficiently planned the deployment voyage, the "Float Plan" section will not be completed at the time of permit issuance. The applicant will be issued two carbon copies of the signed Permit Application Form (a pink and yellow carbon copy). The yellow copy is issued for the applicant to keep for the applicant's records. The pink copy will be submitted to ADCNR/MRD from the applicant after reef deployment and the "Notification of Completion" section has been completed. The pink and yellow carbon copies of the ADCNR/MRD agent signed Permit Application Form and the Permit Placard(s) affixed to the structure(s) serve as the required permits for the project and must be possessed for the duration of the deployment project.

3) The \$31.00 inspection/permit fee per individual structure applies to all artificial reef building structures transported through Alabama's waters for deployment offshore. If permitted artificial reef structures are transported through Alabama waters for deployment in

another state's waters, **permits from that state must be in the possession of the permittee, in addition to the Alabama permit.**

STRUCTURES AND COMPONENTS

The Marine Resources Division's goal is to provide long-lived, locationally stable marine habitat that will support a complex reef community. Structure(s) to be used in the construction of artificial reefs should be chosen with safety to the marine environment, durability, and stability in mind. All structures must be of such construction and material type so as not to disassociate, and be substantially weighted to ensure that it will stay in place on the bottom. All materials that could float during deployment must be removed, and all components of the structure(s) must be cleaned to ensure that no visible oil or other chemical "sheen" will be evident upon deployment. Similarly, all components of the structure(s) with a coating that could be considered a contaminant to the marine environment may require further investigation prior to being permitted. **Prospective reef builders should consult with ADCNR/MRD inspectors regarding the acceptability of any potential structure before construction. Call the ADCNR/MRD for information and/or pre-certification.** Examples of acceptable materials follow.

CONCRETE

Concrete, whether from demolition or purposely fashioned, makes excellent artificial reef structure and components. Specifics of preparation include:

- 1) Concrete must be clean and free of residue.
- 2) Any exposed steel reinforcement rod associated with demolished concrete structures must not extend greater than 4" from the concrete so as not to endanger divers.
- 3) Reinforcement rods used in purposely fabricated concrete reef structures must be configured so as not to endanger divers.

STEEL OR OTHER METALS

Certain metal may be permitted for use as structures deployed to build artificial reefs. Inspectors will review plans and evaluate same based upon composition, durability and proper weighting, with permits being issued on a case-by-case basis.

LARGE VESSELS

Ships and other large vessels will be inspected and permitted on an individual basis, and may require United States Coast Guard and/or Environmental Protection Agency certification. Cost of testing materials during certification application process is the responsibility of the owner or may be negotiated.

Wood

Wood may be incorporated into reef structures with the following requirements: wood is free of creosote or potentially deleterious treatments, sufficiently attached or embedded in the structure and does not provide sufficient buoyancy to the reef to facilitate movement during tropical activity. Permissibility of wood is determined on case-by-case basis.

Containers

Some containers may be used as artificial reef material provided they are clean and modified to meet density, hydraulic pass through, and structural requirements. Containers such as large roll off dumpsters or CONEX shipping containers may be used after additional weight and interior structural braces are added to prevent walls from collapsing, increase locational stability, and strengthen structural integrity. Similarly, cylindrical containers may be permitted after modification to prevent rolling along the seabed, sufficient weight is added, and structural supports are incorporated.

STRUCTURES AND COMPONENTS NOT ALLOWED

AUTOMOBILES, BUSES, AUTOMOTIVE AND/OR TRUCK BODIES OR PARTS - will not be permitted.

PLASTIC or METAL DRUMS or CYLINDRICAL TANKS - will not be permitted

SMALL GARBAGE DUMPSTERS – will not be permitted

SMALL BOATS - will not be permitted.

WHITEWARE (APPLIANCES) - will not be permitted.

SHOPPING CARTS - will not be permitted.

PVC PIPE - will not be permitted.

FIBERGLASS – will not be permitted.

Corrugated Metal Pipe Less than 6ga – will not be permitted

TIRES – will not be permitted.

MISCELLANEOUS STRUCTURES - Constructed of approved material(s)

- Density must be greater than 4.5 lbs per ft³
- Must have at least 25% pass through on all sides if density is between 4.5 and 7.5 lbs per ft³
- Cylindrical items (excluding concrete) must be modified to have a structural beam (of sufficient length) extending through the middle of the structure and perpendicular to the longest axis of the structure to prevent rolling due to hydraulic forces
- Minimum thickness of metal components of the structure must be at least 3/16"
- Structures that do not meet the above criteria may be modified to meet the required specifications. For example, concrete may be poured into a container or the structure may be embedded into concrete to increase density.

Examples of possible structures and modifications potentially suitable for artificial reef construction.

| Structure | Volume (ft³) | Weight (lbs) | Density |
|--|------------------------------------|-------------------------|----------------|
| M60 battle tank | 5,400 | 108,000 | 20.0 |
| 20 yd dumpster* | 644 | 4132 | 6.4 |
| 30 yd dumpster | 955 | 4745 | 5.0 |
| 40 yd dumpster* | 1,294 | 5,379 | 4.2 |
| 10' Conex Shipping Container*# | 680 | 2,850 | 4.2 |
| 20' Conex Shipping Container*# | 1,360 | 5,050 | 3.7 |
| 20' High Conex Shipping Container*# | 1,520 | 5,181 | 3.4 |
| 40' Conex Shipping Container*# | 2,720 | 8,000 | 2.9 |
| 40' High Conex Shipping Container*# | 3,040 | 8,775 | 2.9 |
| Chicken Transport Devices Permanently Attached | 128 | 600 | 4.7 |
| 15' Concrete Pyramid | 1,049 | 37,000 | 35.3 |
| 8' Concrete Pyramid | 176 | 5,500 | 31.3 |
| 42' X 8' X 3' Cylindrical Tank** | 1,008 | 8,500 | 8.4 |

* Concrete ballast must be added to increase density.

** Perpendicular beam must be added to prevent rolling

Internal structural supports must be added to increase structural integrity

DEPLOYMENT FLOAT PLAN

1) Following structure inspection and permit issuance, the applicant will notify the individual agent of the ADCNR/MRD who issued the permit, or in his absence, the administrative support staff from that ADCNR/MRD office, and provide the following specific information regarding the proposed deployment event:

1. **Alabama Artificial Reef General Permit Area(s) in which the structure(s) will be deployed.**
2. **Port of departure.**
3. **Date and time of departure from dock.**
4. **Estimated time of arrival at destination.**
5. **Estimated date and time of return to dock.**

2) Float plans **must** be filed with the appropriate ADCNR/MRD agent or office between 8:00 a.m. and 5:00 p.m. Monday through Friday **at least one day in advance** of planned departure to allow for notification of multi-agency enforcement and the U. S. Coast Guard. If planning a Monday deployment, contact the ADCNR/MRD agent or office of permit issuance on the Friday prior, for plan filing instructions. ADCNR/MRD staff will record the above information on the “Artificial Reef Deployment Float Plan” (see example in Appendix III) and in the “Float Plan” section of the Permit Application Form. The ADCNR/MRD agent will fax the completed Artificial Reef Deployment Float Plan to U.S. Coast Guard Marine Safety Office (251-441-6169) and Alabama Marine Police (251-981-9248). The completed Artificial Reef Deployment Float Plan will also be distributed throughout the ADCNR/MRD enforcement section.

DEPLOYMENT

1) Deployment vessels may only be underway during deployment voyages on weekdays (Monday through Friday). The applicant will have **ten (10) weekdays** to deploy a structure(s) after receiving a permit, after which the permit must be revalidated. Under certain circumstances, special deployment provisions (such as minimum depth) may be added to the permit by the inspector.

2) Vessels transporting permitted artificial reef structures shall depart the dock and deploy said structures only during the hours of one hour before sunrise to one hour after sunset. Return travel (empty) from the deployment site is allowed during darkness. Should prevailing conditions prevent the deployment of all permitted structures during the prescribed time frame, the permittee is allowed to return to port with remaining reef structures, providing the permittee must notify the US Coast Guard Command Duty Officer, MSO Mobile (251-441- 5121, VHF channels 16 or 23). Following such an event, the permittee must contact the Marine Resources Division for permit revalidation.

3) Deployment on days or times other than those listed above will require a bond approved by the Department.

4) Reef structure(s) permitted as a functional unit, but later separated and deployed individually, shall invalidate the permit.

NOTIFICATION OF COMPLETION

Within two (2) weeks of permit expiration, the builder must file a Notification of Completion (incorporated in the Permit Application Form). **New permits will not be issued until ADCNR/MRD has received from the applicant a properly executed Notification of Completion for the previous reef-building permit.**

REEFING OF OIL AND NATURAL GAS PLATFORMS AND JACKETS

The expansion of oil and gas platforms throughout the Gulf of Mexico has significantly contributed to the overall diversity and productivity of marine life. Unfortunately for the marine life in which they support, the structures must be decommissioned after oil/gas production at the site becomes nonprofitable, the expiration of Outer Continental Shelf Lease Block contracts, or damage due to tropical cyclones. In order for the structures to continue supporting and producing the extraordinary high diversity of marine life, ADCNR/MRD encourages partnerships with regulatory agencies and the owners of the oil/gas rigs to repurpose the structures into artificial reefs.

Once ADCNR/MRD is notified of the abandonment of an oil or natural gas well, ADCNR/MRD will begin coordinating with Bureau of Safety and Environmental Enforcement (BSEE), United States Coast Guard (USCG), and U.S. Army Corps of Engineers (COE) to ensure compliance during the reefing process.

Reefing of Oil and/or Natural Gas Structures Within the Boundaries of the Offshore General Permit Zones

Oil/natural gas structures that are reefed inside the boundaries of one of the Offshore General Permit Zones will be subject to following the reefing requirements previously stated in this document. Also, a comprehensive survey of the selected reef site that utilizes multi-beam side-scan sonar and ROV obtained video may be required to be provided by the owner(s) of the structure(s) prior to reefing to ensure undesirable impacts to the marine life and habitat do not occur.

Reefing of Oil and/or Natural Gas Structures Outside of the Boundaries of the Offshore General Permit Zones

Oil/natural gas structures that are reefed outside the boundaries of the Offshore General Permit Zones will be subject to following the reefing requirements previously stated in this document as well as federal regulatory/legislative policies for the area in which the structure will be reefed (which could require installation and perpetual maintenance of a lighted signal buoy, greater depth of navigable clearance above the reef than the required depth if reefed within the boundaries of the Offshore General Permit Zones, etc). A comprehensive survey of the selected reef site that utilizes multi-beam side-scan sonar and ROV obtained video may be required prior to reefing to ensure undesirable impacts to the marine life and habitat do not occur.

Donation and Title Transfer

A Memorandum of Agreement (see Appendix IV) must be completed and signed to validate the transfer of liability, title, and monies to ADCNR/MRD from the owner(s) of the platform and/or jacket. The negotiated value of monies donated to ADCNR/MRD will be deposited into the State's Seafood's Fund.

Artificial Reef Law
Enrolled An Act, HB
- 62

Relating to artificial reef construction in the offshore waters of this state; to provide for certain notification, permitting, and bonding requirements, to provide for certain penalties, and in connection therewith would have as its purpose or effect the requirement of a new or increased expenditure of local funds within the meaning of Amendment 621 of the Constitution of Alabama of 1901.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. (a) Before any person, firm corporation, or association constructs or attempts to construct an artificial fishing reef in the coastal waters of the State of Alabama as defined by Section 9-7-10, Code of Alabama 1975, or waters approved by the U.S. Corps of Engineers adjacent to or which may affect the coastal area of Alabama as defined by Section 9-7-10, Code of Alabama 1975, and transports or attempts to transport material from which artificial reefs may be constructed through the waters of this state, the person, firm, corporation, or association shall have the material inspected and approved by and shall obtain a permit from the Alabama Department of Conservation and Natural Resources, Marine Resources Division, or any agency designated in the future by the division, the cost of which shall be twenty-five dollars (\$25) per reef and shall be credited to the Marine Resources Fund. Materials are limited to those permitted under The Standard Operating Protocol for Artificial Reef Construction through the Marine Resources Division of the department. An operator of a vessel loaded with material which is to be used in construction of artificial fishing reefs, or the operator of a vessel towing or pushing a vessel loaded with the material, shall have in possession a current valid artificial reef construction permit when transporting the material through the waters of Alabama. The operator of a vessel registered in Alabama shall have in possession a current valid artificial reef construction permit when depositing the material in an area approved by the U.S. Army Corps of Engineers adjacent to the coastal area of Alabama or which may affect the coastal area of Alabama. The term "vessel", as used in this Section includes any watercraft or barge used to transport materials for the construction of artificial reefs.

(b) Any person, firm, corporation, or association cited for not having in possession a current valid artificial reef construction permit shall be required to immediately return to the dock. Failure to do so shall be considered a separate violation of this section.

(c) Vessels in transit through the waters of Alabama are subject to inspection of the reef material by authorities including, but not limited to, the U. S. Coast Guard, Alabama Marine Police, or the Marine Resources Division, when transporting material through the waters of Alabama. Vessels registered in Alabama are subject to inspection by authorities when depositing or attempting to deposit material in an area approved by the U.S. Army Corps of Engineers adjacent to the coastal area of Alabama or which may affect the coastal area of Alabama regardless of whether vessel traveled through Alabama waters.

(d) Vessels and vessel operators transporting permitted artificial reef material shall notify the Marine Resources Division of the Department of Conservation and Natural Resources in advance of deployment reporting the time of departure from the dock,

destination, and estimated time of arrival at destination. Vessels shall also file a float plan at least one day in advance of deployment in accordance with the Standard Operating Protocol for Artificial Reef Construction through the Marine Resources Division of the department.

(e) Any person, firm, or corporation depositing unpermitted reef material or permitted material in areas other than those designated by the Corps of Engineers shall be in violation of this section. The deposit of the material must be witnessed to support a conviction for a violation.

(f) The Marine Resources Division of the Department of Conservation and Natural Resources may require a bond in an amount sufficient to protect the interest of the State of Alabama payable to the Department of Conservation and Natural Resources in the event of a violation of the permit. The bond shall be issued by a licensed bonding company approved in advance by the department.

(g) Any person, firm, corporation or association violating this section shall, upon conviction, be guilty of a Class A misdemeanor and punishable by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000).

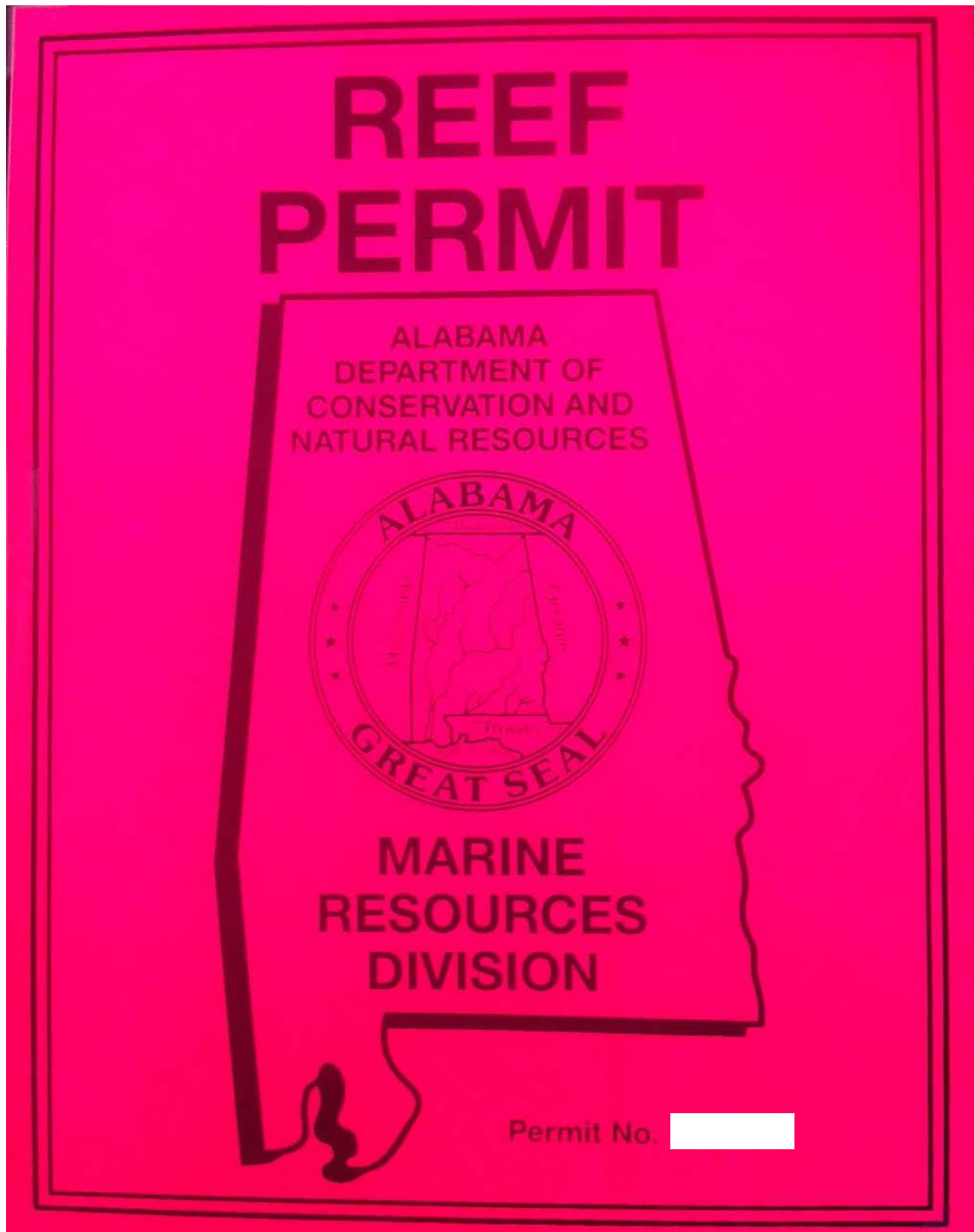
Section 2. The provisions of this act are severable. If any part of this act is declared invalid or unconstitutional, that declaration shall not affect the part which remains.

Section 3. Although this bill would have as its purpose or effect the requirement of a new or increased expenditure of local funds, the bill is excluded from further requirements and application under Amendment 621 because the bill defines a new crime or amends the definition of an existing crime .

Section 4. This act shall become effective on the first day of the third month following its passage and approval by the Governor, or its otherwise becoming law.

Appendix I

Image of a Permit Placard that is applied to the structure after an ADCNR/MRD agent has approved the structure for deployment.



Appendix II

APPLICATION FOR ARTIFICIAL REEF CONSTRUCTION OUTER CONTINENTAL SHELF OFF MOBILE AND BALDWIN COUNTIES, AL

Permit # _____

INSTRUCTIONS

The material for reef construction must be assembled at a shore point for inspection. Contact the Alabama Department of Conservation and Natural Resources, Marine Resources Division, P.O. Box 189, Dauphin Island, Alabama 36528 (251.861.2882); or the Alabama Department of Conservation and Natural Resources, Marine Resources Division, P.O. Drawer 458, Gulf Shores, Alabama 36547 (251.968.7576). No material may be placed without inspection. At the time of inspection, the applicant will be given two signed copies; one for the applicant's records and one to be returned to the Inspector when the work is completed. Artificial reefs may be deployed only within the areas permitted to the Alabama Department of Conservation and Natural Resources. Any construction outside of permitted areas will be considered a violation of the MARPOL Act, and shall be subject to criminal prosecution.

Reefs Per Zone

Reef Zones Available for Reef Deployment Activities

_____ Don Kelley Reef - North: Off Perdido Pass bound by Lat/Long Coordinates: 30 02.20' - 87 52.70', 30 03.50' - 87 32.30, 29 34.00', 87 32.30', 29 52.00' - 87 47.00', 29 55.00' - 87 47.25'

_____ Don Kelley Reef - South: Off Perdido Pass bound by Lat/Long Coordinates: 29 47.20' - 87 46.50', 29 29.20' - 87 32.30', 29 16.60' - 87 32.30', 29 26.40' - 87 44.90'

_____ Hugh Swingle Reef: Southeast of Dauphin Island bound by Lat/Long Coordinates: 30 03.00' - 88 07.00', 30 03.00' - 87 59.50', 29 55.00' - 87 55.50', 29 55.00' - 88 07.00'

_____ Tatum - Winn Reef - North: Southeast of Dauphin Island bound by Lat/Long Coordinates: 29 55.00' - 88 02.50', 29 55.00' - 87 55.50', 29 43.10' - 87 46.00', 29 29.00' - 87 45.00' - 88 02.00'

_____ Tatum - Winn Reef - South: Southeast of Dauphin Island bound by Lat/Long Coordinates: 29 35.50' - 88 01.50', 29 25.50' - 87 50.20', 29 24.10' - 88 01.00'

Privacy Act Statement: The AL Marine Resources Div. Permit program for artificial fishing reefs, is authorized by Section 10 of the River and Harbor Act of 1899 and Section 40 of the Clean Water Act. The information requested in this form is optional and is needed to contact applicants. However, if the information is not provided, your request cannot be evaluated, nor can an authorization be issued. Information provided in this application will be available to the public.

APPLICANT NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ PHONE NUMBER: _____ / _____

To place the following materials:

Vessel Identification (Name/Reg #): _____ / _____ Number of individual reefs: _____

Proposed Lat/Long Coordinates: _____ - _____ PERMIT VALID FROM: _____ to: _____

In applying for this authorization, I understand and acknowledge that the reef area is public and my activity does not give me any rights or private use over those of the general public, and the existence of this reef does not exclude any other authorized use of the area. I understand I shall be subject to criminal prosecution if I place materials in any area outside the permitted area. This authorization is valid for ten (10) working days from permit date.

APPLICANT'S SIGNATURE: _____ DATE: _____

AUTHORIZATION FOR REEF CONSTRUCTION

The reef material was inspected on _____. The applicant is authorized to place the listed materials at the stated location.

Placard number(s) _____ - _____ BY: _____, Alabama Marine Resources Div

NOTIFICATION OF COMPLETION

| PLACARD # | DEPTH OVER REEF | LATITUDE | LONGITUDE | AFTER DEPLOYMENT OF REEF MATERIAL, PROVIDE THE NECESSARY COMPLETION INFORMATION. SIGN, DATE, AND RETURN TO PERMITTING OFFICE (ADDRESS ABOVE). |
|-----------|-----------------|----------|-----------|---|
| _____ | _____ | _____ | _____ | *** NOTIFICATION OF COMPLETION MUST BE ON FILE WITH AMRD BEFORE FURTHER PERMITS CAN BE ISSUED. *** |
| _____ | _____ | _____ | _____ | |
| _____ | _____ | _____ | _____ | |
| _____ | _____ | _____ | _____ | |
| | | | | SIGNED: _____ |
| | | | | DATE: _____ |

AMRD - DAUPHIN ISLAND 251.861.2882

FLOAT PLAN

AMRD - GULF SHORES 251.968.7576

DEPLOYMENT AREA: _____

POINT OF DEPARTURE/ _____
RETURN: _____

DATE/TIME OF DEPARTURE: _____ at _____
Date Time

ETA AT DEPLOYMENT SITE: _____

**FLOAT PLAN MUST BE CALLED IN TO A MARINE
RESOURCES DIV. OFFICE AT LEAST ONE DAY BEFORE
DEPLOYMENT DATE. PERMIT IS NOT VALID WITHOUT
A RECORDED FLOAT PLAN.**

DATE/TIME OF RETURN: _____ at _____
Date Time

Appendix III

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
MARINE RESOURCES DIVISION

PO Box 189
 Dauphin Island, AL 36528
 TEL: 251.861.2882
 FAX: 251.861.8741

ATTENTION: LT. CAROLYN BEATTY

U.S. COAST GUARD MSO PH: 251.441.5771 / FAX: 251.441.6169

| ARTIFICIAL REEF DEPLOYMENT FLOAT PLAN | |
|---|---|
| PERMITTEE: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ PHONE: _____ / _____ MATERIALS: _____ VESSEL DESCRIPTION: _____ / _____ PLACARD # (s): _____ to _____ INSPECTED BY: _____ DEPLOYMENT ZONE: _____ DATE TIME OF DEPARTURE: _____ at _____ <div style="text-align: center; margin-top: -10px;">DATE TIME</div> ETA AT SITE: _____ DATE TIME OF RETURN: _____ at _____ <div style="text-align: center; margin-top: -10px;">DATE TIME</div> PORT OF DEPARTURE/ RETURN: _____ / _____ | <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> PERMIT NUMBER: DI _____ Permit Valid From: _____ to _____ </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> REEF DEPLOYMENT ZONES Don Kelley Reef - North: 30 02.20' - 87 52.70', 30 03.50' - 87 32.30', 29 34.00' - 87 32.30', 29 52.00' - 87 47.00', 29 55.00' - 87 _____ <input type="checkbox"/> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Don Kelley Reef - South: 29 47.20' - 87 46.50', 29 29.20' - 87 32.30', 29 16.60' - 87 32.30', 29 26.40' - 87 44.90' _____ <input type="checkbox"/> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Hugh Swingle Reef: 30 03.00' - 88 07.00', 30 03.00' - 87 59.50', 29 55.00 - 87 55.50'. 29 55.00' - 88 07.00' _____ <input type="checkbox"/> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Tatum - Winn Reef - North: 29 55.00' - 88 02.50', 29 55.00' - 87 55.50', 29 43.10' - 87 46.00', 29 29.00' - 87 45.00', 29 45.20- 88 02.00' _____ <input type="checkbox"/> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Tatum - Winn Reef - South: 29 35.50' - 88 01.50', 29 25.50' - 87 50.20', 29 24.10' - 88 01.00' _____ <input type="checkbox"/> </div> |
| <div style="display: flex; justify-content: space-between;"> <div> INSPECTION DATE: _____ DEPLOYMENT ZONE: _____ DATE TIME OF DEPARTURE: _____ at _____ <div style="text-align: center; margin-top: -10px;">DATE TIME</div> ETA AT SITE: _____ DATE TIME OF RETURN: _____ at _____ <div style="text-align: center; margin-top: -10px;">DATE TIME</div> PORT OF DEPARTURE/ RETURN: _____ / _____ </div> <div style="width: 40%;"> REPRESENTATIVE PHOTO OF PERMITTED REEF MATERIALS: <div style="border: 1px solid black; height: 150px; margin-top: 5px;"></div> </div> </div> | |

cc: Alabama Marine Police Division -251.981.9248

Alabama Marine Resources Division - 251.861.8741 and 251.968.7307

Appendix IV

ACT OF DONATION AND TITLE TRANSFER

ACT OF DONATION

STATE OF ALABAMA

TO THE STATE OF ALABAMA

FROM:

ACT OF DONATION AND TITLE TRANSFER

BEFORE US, the undersigned notaries, duly commissioned and qualified in and for the county(s) and state(s) hereinafter stated, and in the presence of the competent witnesses hereinafter named and undersigned, on the respective dates hereinafter stated, personally came and appeared _____, acting on behalf of _____, who
(representative) (legal entity name)
declared the following, to wit:

1. He is the _____ of, _____ whose address is
(title) (legal entity name)
_____, and whose agent, for purposes of service of
(address)
process, is _____, who can be located at
(name of agent)
_____.
(mailing address for agent with physical address and P.O. box if available)

2. He is duly authorized to make the donations and title transfer specified herein, and execute this Act of Donation and Title Transfer on behalf of Donor;

and _____, acting on behalf of the Alabama
(ADCNR/MRD – Director)
Department of Conservation and Natural Resources, Marine Resources Division,
who declared the following, to wit:

1. He is the Director of the Alabama Marine Resources Division, the agency charged with administering and enforcing the Artificial Reef Construction Program for the State of Alabama, pursuant to Alabama Code Section 9-12-150.
2. He is duly authorized to accept the donations specified herein and to execute this Act of Donation on behalf of the Alabama Marine Resources Division, acting on behalf of the State of Alabama (“Donee”), subject to the approval of the Commissioner of the State of Alabama, Department of Conservation and Natural Resources, and the Governor of Alabama, as indicated hereon.

ARTICLE I – DEFINITIONS

- 1.1. **“Alabama Plan”** shall mean the Alabama Artificial Reef Plan.
- 1.2. **“Agreement”** shall mean this Act of Donation and Title Transfer from _____ to the State of Alabama.
(name of donor)
- 1.3. **“Artificial Reef Fund”** shall mean the Artificial Reef Program Account within the State’s Seafoods Fund , as provided in Alabama Code 1975 Title 9-2-87.
- 1.4. **“Donated Structure”** shall mean the _____, to be used as an artificial reef.
(description of structure)
- 1.5. **“Donee”** shall mean the State of Alabama.
- 1.6. **“Donor”** shall mean _____.
(legal entity name)
- 1.7. **“Latitude and Longitude”** shall mean coordinate positions provided in measurements from a differential global position system receiver and using map datum “Geographic Coordinate Systems_World_WGS 1984”

- 1.8.** “**National Fishing Enhancement Act**” shall mean the Nation Fishing Enhancement Act of 1984, 33 USCA 2101, et seq.
- 1.9.** “**National Artificial Reef Plan**” shall mean the National Artificial Reef Plan, 33 USCA 2103.
- 1.10.** “**Notification of Acceptance**” shall mean the document entitled “Notification of Acceptance of Structure Placement and Acceptance of Title”, a copy of which is attached hereto and made a part hereof.
- 1.11.** “**Person**” shall mean both natural and juridical persons.
- 1.12.** “**Structure Site**” shall mean the site described in latitude and longitude coordinates, where the Donated Structure is to be placed.

ARTICLE II – DONATION OF STRUCTURE

2.1 Donation of Structure. In consideration of the mutual covenants and conditions set forth below, and for the purpose of enhancing fishery resources in waters within and adjacent to the coast of Alabama, Donor, in accordance with the National Fishing Enhancement Act, the National Artificial Reef Plan, and the Alabama Artificial Reef Plan, does hereby irrevocably grant, donate, transfer, carry, assign, and deliver unto the Donee the following described Donated Structure, to wit:

Said Donated Structure’s dimensions are as follows:

Height of Jacket (at its current location): Approximately _____ ft. (includes portion of
(feet)
Structure above water)

Dimension of Jacket Base: Approximately _____ ft x _____ ft (center to center of legs at
(feet) (feet)
mud line).

Dimension of Jacket Top: Approximately _____ ft x _____ ft (center to center of legs legs at
(feet) (feet)
uppermost portion of jacket).

The center of Donated Structure prior to donation is described as:

Latitude = _____
(DD mm.mmm)

Longitude = _____
(DD mm.mmm)

To have and to hold said Donated Structure unto Donee and its assigns forever, subject to the following disclaimer and warranties.

ARTICLE III – WARRANTIES

3.1. Donor Disclaimer. This donation is made by Donor without any warranty, either expressed or implied, and in particular, any warranty as to the condition, fitness, or usability of said Donated Structure for any purpose, except as provided as follows or as otherwise provided in this Agreement.

3.2. Materials. Donor warrants that the materials donated meet the applicable requirements of the National Fishing Enhancement Act, the National Artificial Reef Plan, the Alabama Artificial Reef Plan, and any and all permits issued according to those plans, including, but not limited to, the permit issued by the U.S. Army Corps of Engineers.

3.3. Hazardous Material. Donor warrants that, as of the date of transfer, except for possible trace amounts allowed by law, the Donated Structure is free of any hydrocarbons or other hazardous materials listed or described in any current federal, Alabama state, or local law, ordinance, rule, regulation, order, decree, or requirement.

3.4. Good Title. Donor warrants that their title to the Donated Structure is free and clear of all encumbrances of any kind or description.

ARTICLE IV – PERMITS

4.1. Permits. Donee shall be responsible for obtaining the required permits for the construction and management of an artificial reef at the Structure Site described below.

ARTICLE V – LOCATION AND PLACEMENT

5.1. Location. Operations to place the Donated Structure on the sea floor of the Gulf of Mexico shall be conducted by Donor at the site selected by the Donee. The Donated Structure shall be placed such that a minimum clearance above the highest point of the structure is within the clearance requirements authorized in the attached U.S. Army Corps of Engineers permit, and is placed within the boundaries of the permitted site in such a manner that the Donated Structure shall be acceptable by the U.S. Coast Guard for the use of unlit aids to navigation to mark the site. The general location of the Donated Structure (“Structure Site”) corresponding to the Alabama Marine Resources Division Artificial Reef Construction Permit # _____ is further defined hereunder:
(permit number)

Latitude = _____
(DD mm.mmm)

Longitude = _____
(DD mm.mmm)

5.2. Position. Donor shall place the Donated Structure at the Structure Site described in 5.1 above, and on the sea floor of the Gulf of Mexico in the orientation authorized in the attached U.S. Army Corps of Engineers permit.

5.3. Accepted Range. Donor shall place the Donated Structure as accurately as possible on the Structure Site described above, but in no case shall the Donated Structure be placed outside of the boundaries authorized in the attached U.S. Army Corps of Engineers permit. Furthermore, in no case shall the Donated Structure be placed such that a minimum clearance

is less than the clearance authorized in the attached U.S. Army Corps of Engineers permit.

5.4. Representation. Donor shall provide, at its expense, for a representative of Donee to be present at the Structure Site described above at the time of placement of the Donated Structure. Donee's representative shall act as an observer only and shall not serve, nor be deemed to serve in any operational or advisory capacity whatsoever. Notwithstanding the above, Donee's representative may advise the Donor on placement of the Donated Structure only at the specific request of the Donor, its agents, employees, or representatives. In such instances, it is specifically understood that Donor shall assume all responsibility for and all liability which may be associated with, any action resulting from Donor's acting upon such advice, and for any and all consequences arising therefrom.

5.5. Donee Disclaimer. Donor shall assume all responsibility for all liability which may be associated with the transport and disposition of the Donated Structure, or any part thereof. Donee shall assume no liability for the transport and disposition of the Donated Structure, or any part thereof. The Donor shall be solely responsible for the Donated Structure until such time as it has been properly placed on the sea floor at the Structure Site described above in 5.1., and until all other terms and conditions of this Agreement, including but not limited to Donee's mailing of the completed Notification of Acceptance as specified in Article VIII herein, have been fulfilled.

5.6. Structure Site Permits. Donor warrants that the Donated Structure shall be sited and placed in accordance with all terms, conditions, and special conditions of all U.S. Army Corps of Engineers permits, Alabama Marine Resources Division Artificial Reef Construction

Permits, and all other permits issued to construct the artificial reef, in addition to all specifications contained herein.

5.7. Completion. Donor's proper placement of the Donated Structure at the Structure Site described above and completion of all terms and conditions of this Agreement, including but not limited to Donee's mailing of the completed "Notification of Acceptance" as specified in Article VIII herein, shall relieve Donor of any and all obligations or requirements to further transport or move the Donated Structure.

5.8. Surveyor's Plat. Donor agrees to furnish Donee with a certified surveyor's plat of the final location and clearance of the Donated Structure within thirty (30) days following final placement of the Donated Structure.

ARTICLE VI – TITLE

6.1. Passing of Title. After the completion of Donor's operations to place the Donated Structure at the Structure Site described above, and after all other terms and conditions of this Agreement, including but not limited to Donee's mailing of the completed "Notification of Acceptance" as specified in Article VIII herein have been fulfilled, title to the Donated Structure shall pass from Donor to Donee free and clear of all encumbrances of any kind or description.

ARTICLE VII – LIABILITY

7.1. Delivery of Structure – Donor's Actions. Donor shall be solely responsible for the Donated Structure until all terms and conditions of the Agreement, including, but not limited to, Donee's mailing of the completed "Notification of Acceptance" have been fulfilled. Donor

shall indemnify and hold harmless, Donee, its officials, agents, and employees, from and against any and all claims, demands, or causes of action of any description in favor of any person for damage or loss to persons or property arising from Donor's actions or failure to act during the operations required to deliver the Donated Structure and to properly place it at the Structure Site described above, and until such times as all other terms and conditions of the Agreement have been fulfilled.

7.2. Delivery of Structure – Donee's Negligence. Donor shall be solely responsible for the Donated Structure and its delivery until such time as all terms and conditions of this Agreement, including but not limited to Donee's mailing of the completed "Notification of Acceptance" as specified in Article VIII herein, have been fulfilled. However, Donor assumes no liability and extends no indemnity to Donee for injury or loss sustained by Donee, its employees, agents or third parties, arising solely out of the negligence of Donee, its agents, or employees, during the operations required to deliver the Donated Structure to the Structure Site described above. It is understood and agreed that Donee's representative will serve as an observer only and shall not act, nor be deemed to act, in an operational or advisory capacity during the operations required to deliver and properly place the Donated Structure at the Structure Site. Notwithstanding the above, Donee's representative may advise the Donor on placement of the Donated Structure but only at the specific request of the Donor, its agents, employees, or representatives. In such instances, it is specifically understood and agreed that Donor shall assume all responsibility for, and all liability which may be associated with, any actions which may result from Donor's acting upon such advice, and for any and all consequences arising therefrom.

7.3. Title Passage of Structure. Donee shall be responsible for Donated Structure only after all terms and conditions of the Agreement, including but not limited to Donee's mailing of the completed "Notification of Acceptance" as specified in Article VIII herein, have been fulfilled. Donee shall have neither any interest in, responsibility for, nor liability for the Donated Structure or any part thereof until all terms and conditions of the Agreement, including but not limited to Donee's mailing of the completed "Notification of Acceptance" as specified in Article VIII herein, have been fulfilled. To the extent, if any, permitted under the laws and Constitution of the State of Alabama, Donee, except as otherwise provided herein, agrees to indemnify and hold Donor harmless from and against any and all claims, demands, or causes of action in favor of any person for damage or loss that may occur to persons or property arising after title to Donated Structure passes to the Donee and arising out of or in any way connected with use of the Donated Structure or any appurtenances attached thereto by Donee or other persons, provided that the Donated Structure meets the requirements of the National Artificial Reef Plan, the Alabama Artificial Reef Plan, and all other applicable provisions of law, except that Donor hereby assumes responsibility and liability for and indemnifies and holds harmless Donee and its officials, agents and employees against, any personal injury, property damages, loss of damage of any description, including but not limited to loss or damage to fish or wildlife, or fish or wildlife habitat, which may result from a spill, seepage, or release from the Donated Structure of hydrocarbons or hazardous materials that are listed in any current federal, state or local law, ordinance, rule, regulation, order, decree, or requirement. Notwithstanding the foregoing language in the immediately preceding sentence pertaining to indemnification or holding harmless by Donee, Donee makes no representation

that any such indemnification or holding harmless is permitted under the laws and Constitution of the State of Alabama.

7.4 Notice of Claims. In all aforesaid instances wherein the Donee, subject to the provisions of the immediately preceding section, agrees to indemnify the Donor, if such a claim, demand, or cause of action is filed against Donor, Donor shall promptly notify Donee in writing and by certified mail. This notice shall be addressed to the “Director, Alabama Department of Conservation and Natural Resources – Marine Resources Division, P.O. Box 189, Dauphin Island, AL. 36528” , and shall specify the nature of the specific basis for such claim, demand, or cause of action and the amount claimed, or the estimated amount claimed to the extent then known. In all aforesaid instances wherein the Donor agrees to indemnify the Donee, if such a claim, demand, or cause of action is filed against Donee, Donee shall promptly notify Donor in writing and by certified mail. The notice shall be addressed to _____, and shall specify the nature of and the specific basis for such claim, demand, or cause of action and the amount claimed, or the estimated amount claimed to the extent then known.

(donee mailing address)

7.5. Legal Representation. In all instances wherein the Donor or Donee agrees to indemnify another party or parties specified herein, at the election of the indemnifying party, the indemnifying party shall either provide legal representation for the other party or parties specified herein, against such claim, demand or cause of action, or reimburse the other party or parties specified herein, for all reasonable costs incurred by the other party or parties specified herein, in defending against such claim, demand or cause of action, provided that the other party or parties specified herein, provide written notice to the indemnifying party as provided above.

7.6. Disclaimer – Liability for Maintenance and Repair. After all terms and conditions of the Agreement, including but not limited to Donee’s mailing of the completed “Notification of Acceptance” as specified in Article VIII herein, have been fulfilled, Donor shall have no obligation or duty whatsoever to provide for the maintenance or repair of the Donated Structure or any appurtenance attached thereto.

ARTICLE VIII - ACCEPTANCE

8.1. Appearance by Donee. Donee hereby appears for the purpose of accepting the Donated Structure and the funds upon the fulfillment of the conditions specified below.

8.2. Obligation to Accept by Donee. Donee hereby obligates itself to accept donation of both the Donated Structure and the funds specified herein upon the fulfillment of the following conditions:

- a.** Donor has in fact delivered the Donated Structure to the proper Structure Site as specified herein;
- b.** Donor has completed any and all operations to place the Donated Structure at the Structure Site as specified herein;
- c.** Donor has conducted a survey and procured a certified surveyor’s plat of the Donated Structure at the Structure Site after operations have been completed in full;
- d.** Donor has delivered the certified surveyor’s plat, as specified in section “c”, above to the Donee;
- e.** Donee has received, examined, and accepted Donor’s certified surveyor’s plat and has sent to Donor by certified mail a completed and signed “Notification

of Acceptance of Structure Placement and Acceptance of Title”, (“Notification of Acceptance”) a blank copy of which is attached hereto and made a part hereof, by certified mail. Unless otherwise agreed, Donee will mail such notification within three (3) working days following receipt of the certified surveyor’s plat from the Donor, provided that Donee accepts such certified surveyor’s plat as indicating proper placement of the Donated Structure a the Structure Site.

8.3. Acceptance by Donee. Donee’s acceptance of the Donated Structure and funds shall be deemed to occur and title shall pass only upon the fulfillment of the conditions specified in Section 8.2 (a-e) above. Acceptance shall particularly be deemed to occur and title shall pass at 12:00 midnight on the date that Donee mails to Donor the completed “Notification of Acceptance”. Acceptance shall not be deemed to occur at any time prior to the fulfillment of said conditions. It is specifically understood and agreed that Donee shall have no ownership interest in the Donated Structure unless and until Donee mails the completed “Notification of Acceptance” and any and all liability for actions, occurrences, or omissions which might occur prior to Donee’s mailing of the completed “Notification of acceptance”, other than those arising solely out of the direct negligence of the Donee, as provided in Section 7.2 above, shall be the sole responsibility of the Donor.

ARTICLE IX – DONATION TO SEAFOODS FUND

9.1. Donation to Seafoods Fund. Donor agrees to and shall donate to the State’s Seafoods Fund the sum of _____. Acceptance of the
(spell out amount and put numerical figure in parenthesis)
aforesaid sum shall be deemed to occur upon Donee’s acceptance of the Donated Structure and title passage of the Donated Structure as evidenced by the Donee’s mailing

of the completed Notification of Acceptance, as provided in Article VIII herein.

9.2. Donee acknowledges and covenants with the Donor that the donation herein shall be used solely for promoting, constructing, monitoring, and maintaining artificial fishing reefs in the marine waters of the State of Alabama and in adjacent federal waters.

ARTICLE X – FORUM SELECTION

10.1. Laws and Jurisdiction of Alabama. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. The Donor and Donee expressly agree that the laws of the State of Alabama shall govern the validity, construction, interpretation and effect of the agreement. Further, the Donor and Donee expressly agree that the Courts of the State of Alabama shall have exclusive jurisdiction over the parties in any action at law relating to the subject matter or the interpretation of this agreement.

THUS DONE AND SIGNED this _____ day of _____, 20____, at _____,
in the presence of the undersigned competent witnesses who hereunto sign their names with
said appeared to me, notary.

WITNESSES:

DONOR:

(name of agent)

(title of agent)

BY:

NOTARY PUBLIC

THUS DONE AND SIGNED this _____ day of _____, 20____, at Dauphin Island,
Alabama, in the presence of the undersigned competent witnesses who hereunto sign their
names with said appeared to me, notary.

WITNESSES:

DONEE:

(name of agent)

(title of agent)

BY:

NOTARY PUBLIC

APPROVED:
STATE OF ALABAMA DEPARTMENT OF
CONSERVATION AND NATURAL RESOURCES

By:_____ **Its:**_____

APPROVED:

GOVERNOR

**NOTIFICATION OF ACCEPTANCE OF STRUCTURE PLACEMENT AND
ACCEPTANCE OF TITLE**

*

Dear *:

Reference is made to an Act of Donation to the State of Alabama from *dated*. The Department of Conservation and Natural Resources – Marine Resources Division has received and reviewed the certified surveyor's plat depicting the final locations(s) of your structure * at our * reef site.

Pursuant to the aforementioned Act of Donation, in particular Article VIII, the Department of Conservation and Natural Resources – Marine Resources Division hereby accepts the placement of the donated structure and the title to said structure.

Thank you for your cooperation in this matter. Sincerely,

Christopher M. Blankenship Director