

LEASE AGREEMENT

This Lease Agreement is made and entered into this ²⁴ day of January, 2022, by and between the City of Punta Gorda, Florida, a municipal corporation (hereinafter referred to as "CITY") and the Learn To Sail, Inc., a not-for-profit corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "TENANT").

WITNESSETH:

WHEREAS, the CITY owns upland property located at 802 W Retta Esplanade, Punta Gorda, Florida adjacent to an existing boat basin (hereinafter referred to as the "Property"); and

WHEREAS, on June 12, 2019 the CITY obtained a "verification of exemption" from the Florida Department of Environmental Protection and on November 26, 2019 the CITY received a "Letter of Permission" from the U.S. Army Corps of Engineers to install a 282 square foot plastic floating dock and floating vessel platform (a/k/a "floating boat ports") to the existing 318 square foot concrete dock, extending from the Property into the northerly portion of an existing boat basin; (hereinafter referred to as "North Dock Area"); and

WHEREAS, the concrete dock was installed and is owned by the CITY and the 282 square foot plastic floating dock and floating vessel platform were installed and are owned by TENANT; and

WHEREAS, the CITY constructed and owns a 996 square foot floating dock system and ramp extending from the Property into the southerly portion of an existing boat basin; (hereinafter referred to as "South Dock Area"); and

WHEREAS, TENANT is a 501(c)(3) non-profit organization organized to teach youth and adults how to sail safely and effectively, and to cultivate an appreciation of Charlotte Harbor and the City of Punta Gorda; and

WHEREAS, the TENANT seeks to lease the "North Dock Area" to facilitate its learn to sail programs, with the potential future expansion of said facilities; and

WHEREAS, the TENANT seeks to lease the "South Dock Area" to facilitate its learn to sail programs; and

WHEREAS, the CITY recognizes the value to the community afforded through TENANT's learn to sail programs.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter contained, the mutual consideration of which is hereby agreed to be sufficient, it is agreed as follows:

1. Grant of Leasehold: The CITY does hereby lease to TENANT and TENANT does hereby accept from the CITY the docking facilities as depicted on Exhibit A, attached hereto and incorporated herein. The CITY does also hereby lease to TENANT and the TENANT does hereby accept from the CITY upland areas described as the "North Dock Access," "Boat Ramp," "Staging Area," and "Access Area," collectively referred to as "Upland Leasehold Area," as depicted in the aerial drawing, attached hereto and incorporated herein as Exhibit B. The docking facilities and upland areas so described shall hereinafter be referred to as the "Leasehold." TENANT accepts the Leasehold in its "as is" condition, including the condition of the existing boat basin and channel to said basin. TENANT pledges that it will never request CITY to dredge the existing boat basin and channel to facilitate its use of the Leasehold.

2. Lease Term: The Lease term shall commence on, January 24, 2022 and shall extend for 10 years until January 24, 2032. This Lease may be extended upon mutual agreement of the parties.

3. Rental Amount: TENANT shall pay CITY \$ 1 per year during the term of this Lease commencing on January 24, 2022 and thereafter shall be due on the annual anniversary date of this Lease.

4. Use of Leasehold and TENANT's not-for-profit status:

(a) The Leasehold shall be used as a recreational and educational site for guests of TENANT, it being understood that the purpose of this Lease is to support and facilitate the pursuit of recreational sailing. TENANT shall have nonexclusive use of the concrete dock and exclusive use of the plastic floating dock and floating vessel platform within the North Dock Area. Notwithstanding the foregoing, Public Safety vessels shall have the absolute right to temporarily utilize the plastic floating dock and floating vessel platform on an as needed basis. TENANT shall have a nonexclusive use of the South Dock Area and all Upland Leasehold Areas.

(b) TENANT qualifies to lease public land because its activities and services are provided on a not-for-profit basis. TENANT may not conduct any activity or carry on any business, trade or profession, of any nature whatsoever, on a for-profit basis. In the event TENANT ceases to qualify as an active not-for-profit corporation under the laws of the State of Florida, or should TENANT lose its tax-exempt status for Federal Income Tax purposes, the CITY may terminate this Lease as provided herein.

(c) TENANT shall not allow any work to be performed on boats at the Leasehold or perform any other repair or maintenance activities that would result in environmental degradation.

(d) TENANT shall comply with all obligations, limitations, rules and regulations associated with the November 26, 2019 "Letter of Permission" from the U.S. Army Corps of Engineers and the June 12, 2019 "verification of exemption" from the Florida

Department of Environmental Protection, and shall assume all obligations and liabilities of the CITY associated with said governmental authorizations. TENANT's failure to comply with all applicable obligations, limitations, rules and regulations associated with said governmental authorizations shall be grounds for termination of this Lease as provided herein.

(e) It is understood that TENANT may wish to expand its facilities within the North Dock Area, however, TENANT shall not construct any additions, alterations, or improvements to the Leasehold without the prior written consent of the CITY.

5. Management and Maintenance of Leasehold: TENANT shall have the sole responsibility to manage and operate its educational activities within the Leasehold. TENANT, at its sole expense, shall maintain the plastic floating dock and floating vessel platform in the North Dock Area in a State of good repair and in a sanitary condition at all times. TENANT shall not commit, nor suffer to be committed, waste to the Leasehold. TENANT acknowledges that CITY shall have no responsibility for the operation and maintenance of plastic floating dock and floating vessel platform in the North Dock Area.

TENANT will maintain TENANT owned plastic floating dock and floating vessel platform.

CITY will maintain CITY OWNED permanent concrete North dock, South floating docks and access ramp.

6. Compliance with Laws: TENANT covenants that it will promptly comply with all applicable laws, ordinances and regulations, whether municipal, county, state, or federal.

7. Insurance and Indemnification:

(a) TENANT shall at all times, at its sole cost and expense, keep in full force and effect a comprehensive general liability insurance policy with minimum limits of \$1,000,000 for a bodily injury or death to each person, \$2,000,000 aggregate for each accident, and \$100,000 for property damage. The CITY shall be named as an additional insured on any such policies. TENANT shall promptly notify CITY of any cancellation of insurance prior to the expiration of the term of this Lease.

(b) The CITY reserves the right to increase the amount of insurance required, consistent with the CITY's general contractual requirements, upon 90-days written notice to TENANT.

(c) The certificates of insurance and the declaration pages shall be delivered to the CITY prior to the effective date of this Lease. Such evidence of insurance shall be delivered to the CITY on each anniversary date of each insurance policy.

Each insurance policy shall provide for not less than 30 days advance notice to the CITY in the event of cancellation or modification of coverage.

(d) TENANT agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, against any and all suits, actions, claims, demands, costs, attorney's fees, damages or liability of any nature whatsoever arising from or related to TENANT's performance pursuant to this Lease or occurring on or in the Leasehold. This indemnification shall include all costs incurred by CITY as a result of said claims, including but not limited to settlements or jury awards, court costs, and attorney's fees, incurred in pre-litigation, litigation or on appeal. CITY and TENANT agree that this clause shall not waive the benefits of provisions of Section 768.28, Florida Statutes. TENANT acknowledges that the use of the Leasehold for the below market rent shall be adequate consideration for this indemnification provision.

8. Pledge, Assignment or Subletting Lease: TENANT shall have no right to pledge or assign this Lease, or to sublet any part of the Leasehold. TENANT shall not mortgage or encumber any part of the Leasehold.

9. Expiration of Leasehold Term: TENANT shall voluntarily quit its use of the Leasehold and shall return the Leasehold to CITY on the expiration of this Lease, in as good a state and condition as it was in at the commencement of this Lease, reasonable wear excepted.

10. Abandonment or Suspension of Use: Should TENANT voluntarily or involuntarily abandon or suspend its activities on the Leasehold, and should that suspension or abandonment continue for a period of 180 days, CITY may, at its option, terminate this Lease and TENANT shall thereafter have no rights in and to the Leasehold. In such event, CITY shall retain Leasehold without any liability to TENANT therefor. The termination of this Lease shall be accomplished by CITY giving TENANT written notice of termination, said written notice to specify the date of termination. In the application of this Paragraph, should TENANT involuntarily abandon or suspend its activities on the Leasehold as a result of an act of God or act of war, that situation shall not be deemed to be an abandonment or suspension within the terms of this Paragraph, unless the period of non-use continues for a period of time in excess of one year, at which point in time the abandonment or suspension of activities shall be deemed to have occurred and the CITY shall have the right to terminate this Lease in accordance with the provisions of this Paragraph.

11. Default and Termination: TENANT acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth herein, are material inducements to CITY entering into this Lease. Should TENANT fail to perform any of the conditions, covenants and requirements on its part to be kept, the CITY shall give written notice thereof to TENANT, specifying those acts or things which must occur in order to cure said default. TENANT shall have a reasonable period of time, as the CITY shall specify in the written notice of default, within which to cure the default. Should the default remain upon expiration of the time granted to cure the same, the CITY may terminate this Lease by written notice of termination, said notice specifying the time and date of termination. In the event of such default, which has not been cured, CITY may take possession of the Leasehold and shall have the right to remove all persons therefrom.

12. Joint Venture: TENANT and CITY warrant and represent that, by the execution of this Lease, it is not the intent of the parties that the use of the Leasehold by TENANT, be construed or deemed to represent a joint venture or undertaking between CITY and TENANT. TENANT shall at all times, be solely responsible for the operation and maintenance of the plastic floating dock and floating vessel platform in the North Dock Area and the conduct of all activities and services provided by TENANT as part of its operations. TENANT's employees, agents, and volunteers shall not be considered as employees of CITY.
13. Condition of Premises: TENANT stipulates that the Leasehold has been examined, and that it is, at the time of the execution of this Lease, in good order, repair and in a safe, clean, and serviceable condition.
14. Utilities and Costs of Operation: TENANT shall promptly pay all expenses connected with or related to the use, operation and maintenance of the the plastic floating dock and floating vessel platform in the North Dock Area, including all utilities and any other service furnished to the Leasehold.
15. Right of Inspection: Agents of the CITY shall have the right to enter onto the Leasehold for the purpose of inspecting the Leasehold, and while doing so the CITY shall not be liable to the TENANT for any interruption of TENANT's activities which may be occasioned thereby.
16. Assignment: TENANT may not assign, transfer or sublet this Lease without the prior written consent of CITY. This Lease shall be binding upon the respective successors of the parties hereto.
17. Remedies Cumulative: All remedies conferred on CITY herein and all other remedies available to the CITY of any nature whatsoever shall be deemed cumulative and no one exclusive of the other.
18. Waiver: The failure of the CITY to take any action with respect to any breach of any term, covenant or condition contained herein, or any particular instance of default, shall not be deemed to be a waiver of the same; and the subsequent acceptance of rent or further performance hereunder by CITY shall not be deemed to be a waiver by the CITY of any default or breach.
19. Entire Agreement: This Lease contains and embodies the entire agreement of the parties hereto and no representations, inducements or agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force and effect, and the same may not be modified, changed or terminated in whole or in part orally or in any manner other than by an agreement in writing duly signed by all of the parties hereto. The foregoing notwithstanding, CITY is aware that TENANT may wish to expand the existing docking facilities in the near future at its sole cost and expense. Before that can be accomplished, ownership of the submerged lands beneath the existing docking facilities will

need to be formally determined by the State of Florida. When that determination is made, the CITY will consider amending this Lease to take into consideration the expansion and use of the existing docking facilities.

20. Venue: This Lease shall be governed by and construed in accordance with Florida law. Venue for the purposes of any action brought to enforce or construe this Lease shall lie in Charlotte County, Florida.

21. Notices: Any written notice required pursuant to this Lease or otherwise provided by TENANT or CITY shall be sent by U.S. mail or confirmed e-mail, and shall be addressed as follows, provided, however, that either party may request a change of address with written notice as provided herein:

For CITY:
GREG MURRAY, City Manager
City of Punta Gorda, Florida
326 W. Marion Avenue Punta Gorda, Florida 33950
Email: GMurray@cityofpuntafordafl.com

For TENANT:
DAVID BLAIR, President
Learn To Sail, Inc.
601 Shreve Street #52B
Punta Gorda, Florida 33950
Email:


IN WITNESS WHEREOF, this Lease has been executed by the respective parties hereto on the date set forth above.

CITY OF PUNTA GORDA, FLORIDA.



LYNNE R. MATTHEWS, Mayor


WITNESS #1



Signature
David M. Levin

Print Name

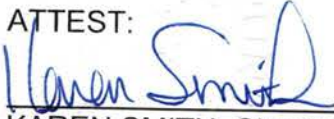
WITNESS #2



Signature
KAREN SMITH

Print Name

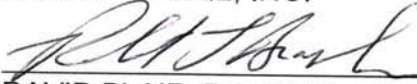
ATTEST:


KAREN SMITH, City Clerk

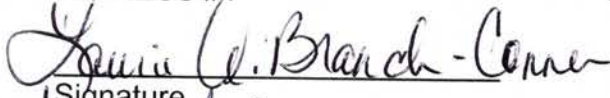
APPROVED AS TO FORM:


DAVID M. LEVIN, City Attorney

LEARN TO SAIL, INC.


~~DAVID BLAIR~~, President
Robert L. BREWSTER

WITNESS #1


Signature
Laurie A. Branch-Connor
Print Name

WITNESS #2

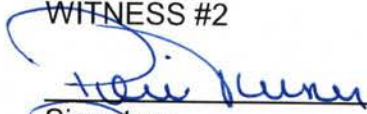

Signature
Tom Turner
Print Name

EXHIBIT A

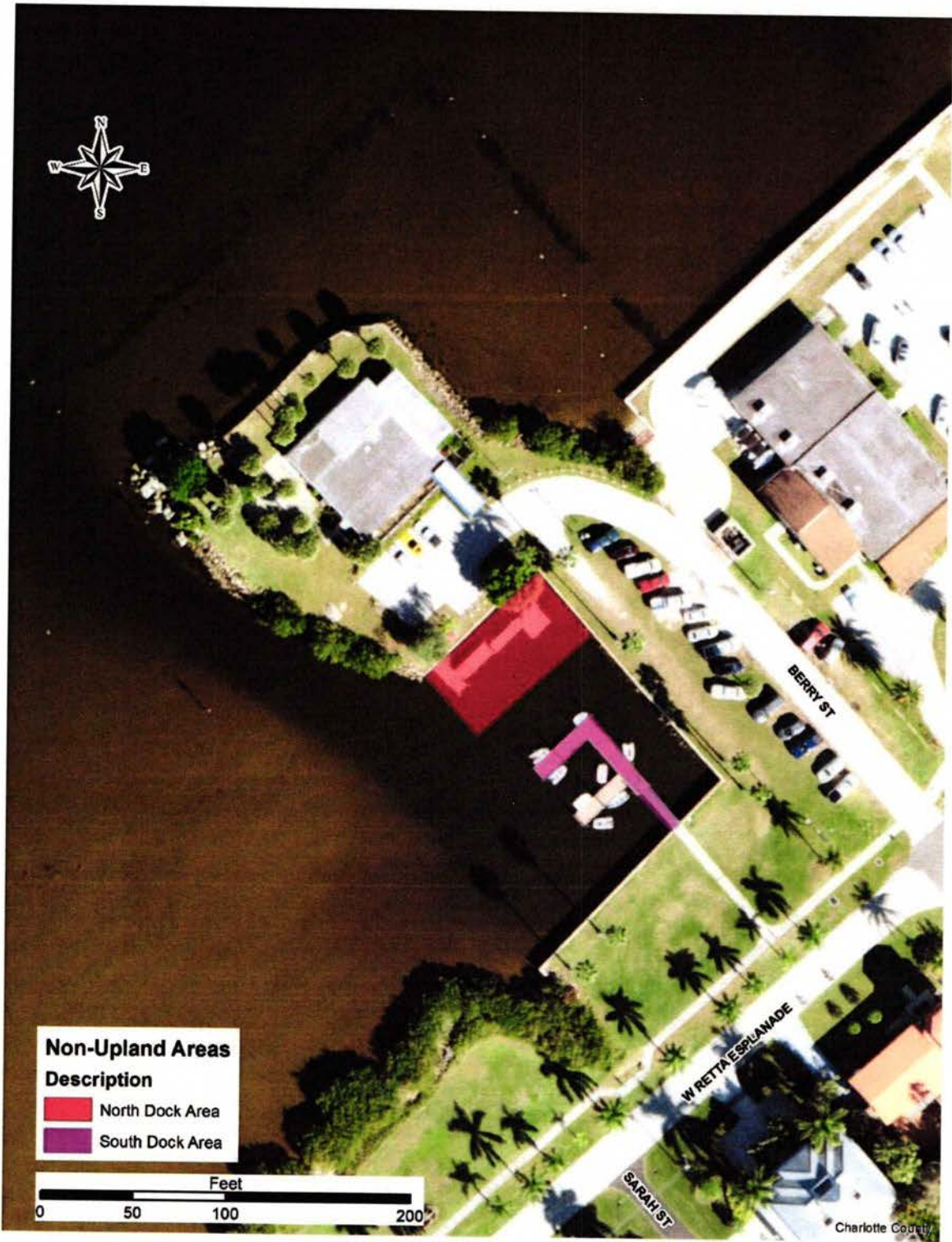


EXHIBIT B



U.S. Army Corps of Engineers (USACE) APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT 33 CFR 325. The proponent agency is CECW-CO-R.			Form Approved - OMB No. 0710-0003 Expires: 02-28-2022
The public reporting burden for this collection of information, OMB Control Number 0710-0003, is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil . Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR APPLICATION TO THE ABOVE EMAIL.			
PRIVACY ACT STATEMENT			
Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned. System of Record Notice (SORN). The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website: http://dpcl.d.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx			
(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)			
1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE
(ITEMS BELOW TO BE FILLED BY APPLICANT)			
5. APPLICANT'S NAME		8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required)	
First - Robert	Middle -	Last - Brasher	First - Johanna
			Middle -
			Last - Shifflette
Company - Learn To Sail, Inc.		Company - Hans Wilson & Associates, Inc.	
E-mail Address - r1b@seatryst.us		E-mail Address - johanna@hanswilson.com	
6. APPLICANT'S ADDRESS:		9. AGENT'S ADDRESS:	
Address- 2820 Via Paloma Drive		Address- 1938 Hill Avenue	
City - Punta Gorda	State - FL	Zip - 33950	Country - USA
7. APPLICANT'S PHONE NOs. w/AREA CODE		10. AGENTS PHONE NOs. w/AREA CODE	
a. Residence	b. Business	c. Fax	
			a. Residence
			b. Business
			239-334-6870
			c. Fax
			239-334-7810
STATEMENT OF AUTHORIZATION			
11. I hereby authorize, <u>Hans Wilson & Associates, Inc.</u> to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.			
			2021-12-03
SIGNATURE OF APPLICANT		DATE	
NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY			
12. PROJECT NAME OR TITLE (see instructions) Learn To Sail Dock Expansion			
13. NAME OF WATERBODY, IF KNOWN (if applicable)		14. PROJECT STREET ADDRESS (if applicable)	
Peace River, Charlotte Harbor		Address 802 W Retta Esplanade	
15. LOCATION OF PROJECT		City - Punta Gorda	
Latitude: °N 26.930700	Longitude: °W -82.059510	State - Florida	Zip- 33950
16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions)			
State Tax Parcel ID 4122122003001.0000		Municipality	
Section - 12	Township -	41 S	Range - 22 E

17. DIRECTIONS TO THE SITE

The site is located on the west side of the Charlotte Harbor Bridge at 802 W Retta Esplanade in Charlotte County, Florida, please see the attachment titled "Corps Driving Directions".

18. Nature of Activity (Description of project, include all features)

The project purpose is an expansion of the floating docks to allow for additional docking. Please see attached "Project Description" and drawings for more detail.

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

The applicant proposes to expand an existing 4 slip docking facility to allow for additional mooring. The proposed renovations include the expansion of 9 slips with additional floating docks, please see the attachment titled "Project Description" for more information. The location of the project is 802 W Retta Esplanade, Punta Gorda, Florida.

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

N/A

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type Amount in Cubic Yards	Type Amount in Cubic Yards	Type Amount in Cubic Yards
N/A		

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres N/A
or
Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

The applicant agrees to comply with the November 2017 "National Marine Fisheries Service's (NMFS) recently issued Final Programmatic Biological Opinion (referred to as JAXBO) for In-Water Work"; 2011 Standard Manatee Construction Conditions for In-water Construction and the Sea Turtle and Smalltooth Sawfish Construction Conditions of March 2006. All applicable work condition information for protected species will be provided to the selected contractor(s).

24. Is Any Portion of the Work Already Complete? Yes No IF YES, DESCRIBE THE COMPLETED WORK

While there is already a docking platform located at the Learn To Sail project site, the proposed work has not been completed or started.

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address- City of Punta Gorda - 326 W Marion Ave (412212226001)

City - Punta Gorda State - Florida Zip - 33950

b. Address- City of Punta Gorda - 326 W Marion Ave (412201476001)

City - Punta Gorda State - Florida Zip - 33950

c. Address-

City - State - Zip -

d. Address-

City - State - Zip -

e. Address-

City - State - Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED
Please see attachment titled "Permit List".					

* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

	2021-12-03		2021-12-03
SIGNATURE OF APPLICANT	DATE	SIGNATURE OF AGENT	DATE

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

**Application for
Individual and Conceptual Approval
Environmental Resource Permit,
State 404 Program Permit,
and Authorization to Use State-Owned
Submerged Lands**

Florida Department of Environmental Protection/
Water Management Districts
Effective December 22, 2020



Instructions for Use of This Form:

This form is designed to assist you in submitting a complete application. All applications must include Section A- General Information for All Activities. Sections B through H list typical information that is needed based on the proposed activities and are only required as applicable. Part 1-C of Section A will guide you to the correct sections needed based on your proposed activities. Applicants are advised to consult Chapter 62-330, F.A.C., and the Environmental Resource Permit Applicant's Handbook Volumes I and II for information regarding the ERP permitting process and requirements while preparing their application. Internet addresses for Chapter 62-330, F.A.C., and the Applicant's Handbook, Agency contact information, and additional instructions for this form can be found in Attachment 1.

What Sections of the Application Must I Fill Out?

Type of Activity	Section A	Section B	Section C	Section D	Section E	Section F	Section G	Section H	Section I
Fill in wetlands or waters for a single family residence?	Y	Y	N	N	N	N	N	N	Y, if in assumed waters
Docks, shoreline stabilization, seawalls associated with a single family residence?	Y	Y	N	N	N	Y, as needed	N	N	Y, if in assumed waters
Wetland impacts (other than association with an individual residence)?	Y	N	Y	N	N	N	N	N	Y, if in assumed waters
Boating facilities, a marina, jetty, reef, or dredging?	Y	N	Y	Y	N	Y, as needed	N	N	Y, if in assumed waters
Any work on state owned submerged land?	Y	N	Y	N	N	Y	N	N	Y, if in assumed waters
Construction of a stormwater management system?	Y	N	Y, as needed	N	Y	N	N	N	N
Constructing a mitigation bank?	Y	N	Y	N	Y, as needed	N	Y	N	Y, if in assumed waters
Creating a mine?	Y	N	Y, as needed	N	N	N	N	Y	Y, if in assumed waters

If you have any questions, or would like assistance completing this form, please contact the staff of the nearest office of either the Florida Department of Environmental Protection (DEP) or a Water Management District (WMD) (see Attachment 2).

**Section A:
General Information for All Activities**

Part 1: Name, Application Type, Location, and Description of Activity

A. Name of project, including phase if applicable: **Learn To Sail Dock Expansion**

B. This is for (check all that apply):

- Construction and operation of **new** works, activities, and/ or a stormwater management system
- Conceptual Approval** of proposed works, activities and/ or a stormwater management system
- Modification or alteration of **existing** works, activities, and/or a stormwater management system. Provide the existing DEP or WMD permit #, if known: **08-308816** Note: Minor modifications do not require completion of this form, and may instead be requested by letter in accordance with section 6.2 of Applicant's Handbook Volume I.
- Maintenance or repair** of works, activities, and/ or a stormwater management system previously permitted by the DEP or WMD. Provide existing permit #, if known:
- Abandonment or removal of works, activities, and/ or a stormwater management system. Provide existing DEP or WMD permit #, if known:
- Operation of an **existing unpermitted** work, activity, and/or stormwater management system.
- Construction of additional phases of a permitted work, activity, or system. Provide the existing DEP or WMD permit #, if known:
- A State 404 Program authorization:
 - Exemption General Permit Individual PermitIf requesting an Exemption or General Permit provide Rule #, if known:

By checking this box, I hereby voluntarily waive, in accordance with Rule 62-330.090(8), F.A.C., the agency action deadlines in section 5.5.3 of Volume I in the event my project also requires a State 404 Program authorization (other than an exemption) under Chapter 62-331, F.A.C., and request that the agency actions for the ERP and State 404 Program authorizations be issued at the same time. (This is strongly recommended to ensure consistency, and to reduce the potential need for project modifications to resolve inconsistencies that may occur when the agency actions are issued at different times.) If this box is checked and the Agency(ies) determines that no State 404 Program authorization is required, the Agency will continue to abide by section 5.5.3 of Volume I.

C. List the type of activities proposed. Check all that apply, and provide the supplemental information requested in each of the referenced application sections. Please also reference Applicant's Handbook Volumes I and II for the type of information that may be needed.

- Activities associated with one single-family residence, duplex, triplex, or quadruplex that do not qualify for an exemption or a General Permit: **Provide the information requested in Section B. Do not complete Section C.**
- Activities within wetlands or surface waters, or within 25 feet of a wetland or surface water, (not including the activities associated with an individual single-family residence). Examples include dredging, filling, outfall structures, docks, piers, over-water structures, shoreline stabilization, mitigation, reclamation, and restoration/enhancement. **Provide the information requested in Section C.**
- Activities within navigable or flowing surface waters such as a multi-slip dock or marina, dry storage facility, dredging, bridge, breakwaters, reefs, or other offshore structures: **In addition to Section C, also provide the information requested in Section D.**
- Activities that are (or may be) located within, on, or over state-owned submerged lands (See Chapter 18-21, F.A.C. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=18-21>): **In addition to Section B or C, also provide the information requested in Section F.**
- Construction or alteration of a stormwater management system serving residential, commercial, transportation, industrial, agricultural, or other land uses, or a solid waste facility (excluding mines that are regulated by DEP). **Provide the information requested in Section E.**
- Creation or modification of a Mitigation Bank (refer to Chapter 62-342, F.A.C. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-342>): **Provide the information requested in Section G.**
- Mines (as defined in Section 2.0 of Applicant's Handbook Volume I) that are regulated by the DEP: **Provide the information requested in Section H.**
- Other, describe: Please contact the Agency to determine which additional sections of the application are needed. See Attachment 2 for Agency contacts.

D. Describe in general terms the proposed project, system, works, or other activities. For permit modifications, please briefly describe the changes requested to the permit: **The proposed project consists of a dock expansion design for the Learn To Sail facility located at 802 W Retta Esplanade. Please refer to attached project description for more detail.**

E. Project/Activity Street/Road Address or other location (if applicable): **802 W Retta Esplanade**
City: **Punta Gorda** County(ies): **Charlotte** Zip: **33950**

Note: For utility, road, or ditch/canal activities, provide a starting and ending point using street names and nearest house numbers or provide length of project in miles along named streets or highways.

F. Project location map and Section, Township, and Range information (use additional sheets if needed):

Please attach a location map showing the location and boundaries of the proposed activity in relation to major intersections or other landmarks. The map should also contain a north arrow and a graphic scale; show Section(s), Township(s), and Range(s); and must be of sufficient detail to allow a person unfamiliar with the site to find it.

Section(s): **12** Township: **41 South** Range: **22 East** Land Grant name, if applicable:
Section(s): _____ Township: _____ Range: _____
Section(s): _____ Township: _____ Range: _____

G. Latitude (DMS) **26° 55' 50 N.** Longitude (DMS) **82° 3' 34 W"** (Taken from central location of the activity). Explain source for obtaining latitude and longitude (i.e. U.S.G.S. Quadrangle Map, GPS, online resource): **(Latitude,Longitude) = (26.930700, -82.059510) Source: LatLong.net**

H. Tax Parcel Identification Number(s): **412212203001** _____

[Number may be obtained from property tax bill or from the county property appraiser's office; if on multiple parcels, provide multiple Tax Parcel Identification Numbers]

I. Directions to Site (from major roads; include distances and landmarks as applicable): **Please refer to attached driving directions.**

J. Project area or phase area: **0.087** acres

K. Name of waterbody(ies) (if known) in which activities will occur or into which the system will discharge: **Peace River, Charlotte Harbour**

The following questions (M-O) are not applicable to activities related to an individual single-family residence, including a dock, pier, and/or seawall associated with that residence.

L. Is it part of a larger plan of development or sale? yes no

M. Impervious or semi-impervious area excluding wetlands and other surface waters (if applicable):

N/A acres or _____ square feet

N. Volume of water the system is capable of impounding (if applicable):

Normal Pool: **N/A** acre-feet. Depth _____ ft.
Maximum Pool: **N/A** acre-feet. Depth _____ ft.

Part 2: Supplemental Information, and Permit History

- A. Is this an application to modify an existing Environmental Resource Permit or to construct or implement part of a multi-phase project, such as a project with a Conceptual Approval permit? Yes No (If you answered "yes", please provide permit numbers below):

Agency	Date	Permit/Application No.	Project Name

- B. Indicate if there have been any **pre-application meeting(s)** with the DEP, WMD, or delegated local government, or other discussions, meetings, or coordination with other stakeholders or agencies about the proposed project, system or activity. If so, please provide the date(s), location(s) of the meeting, and the name(s) of Agency staff that attended the meeting(s): **N/A**

Agency	Date	Location	Meeting Attendees
N/A			

- C. **Attach a depiction (plan and section views), which clearly shows the works or other activities proposed to be constructed.** Use multiple sheets, if necessary, a scale sufficient to show the location and type of works, and include a north arrow and a key to any symbols used. **Specific information to be included in the plans is based on the activities proposed and is further described in Sections B-H.** However, supplemental information may be required based on the specific circumstances or location of the proposed works or other activities. **Please refer to the attached plans.**
- D. **Processing Fee: Please submit the application processing fee along with this application form and supplemental information.** Processing fees vary based on the size of the activity, the type of permit applied for, and the reviewing Agency. Please reference Appendix D of Applicant's Handbook Volume I to determine the appropriate fee. **It's anticipated that the filing fee will be paid online.**

Part 3: Applicant and Associated Parties Information

Instructions: Please complete the following sections. For corporations, list a person who is a registered agent or officer of the corporation who has the legal authority to bind the corporation.

A. Applicant (Entity Must Have Sufficient Real Property Interest)

This is a Contact Person for Additional Information

Last Name: **Brasher** First Name: **Robert** Middle Initial:
Title: **Director** Company: **Learn to Sail, Inc.**
Address: **2820 Via Paloma Drive**
City: **Punta Gorda** State: **Florida** Zip: **33950**
Home Telephone: Work Telephone:
Cell Phone: E-mail Address: **rlb@seatryst.us**

Correspondence will be sent via email, unless you check here to receive it via US Mail:

B. Land Owner(S) (If Different or in Addition to Applicant)

Check here if land owner is also a co-applicant

Last Name: **Murray** First Name: **Gregory** Middle Initial: **B.**
Title: **City Manager** Company: **City of Punta Gorda**
Address: **326 Marian Avenue**
City: **Punta Gorda** State: **FL** Zip:
Home Telephone: Work Telephone: **941-575-3301**
Cell Phone: E-mail Address: **gmurray@cityofpuntagordafl.com**

Correspondence will be sent via email, unless you check here to receive it via US Mail:

C. Operation and Maintenance Entity(see Applicant's Handbook I, Section 12.3)

Last Name: First Name: Middle Initial:
Title: Company:
Address:
City: State: Zip:
Home Telephone: Work Telephone:
Cell Phone: E-mail Address:

Correspondence will be sent via email, unless you check here to receive it via US Mail:

D. Co-Applicant (If Different or In Addition to Applicant and Owner)

Last Name: **Murray** First Name: **Gregory** Middle Initial:
Title: **City Manager** Company: **City of Punta Gorda**
Address: **326 Marian Avenue**
City: **Punta Gorda** State: **FL** Zip: **33950**
Home Telephone: Work Telephone:
Cell Phone:
E-mail Address: **gmurray@cityofpuntagordafl.com**

Correspondence will be sent via email, unless you check here to receive it via US Mail:

E. Registered Professional Consultant

This is a contact person for additional information

Last Name: **Shifflette** First Name: **Johanna** Middle Initial:
Title: **Permit Specialist** Company: **Hans Wilson and Associates, Inc.**
Address: **1938 Hill Ave**
City: **Fort Myers** State: **FL** Zip: **33901**
Home Telephone: Work Telephone: **239-334-6870**
Cell Phone:
E-mail Address: **johanna@hanswilson.com**

Correspondence will be sent via email, unless you check here to receive it via US Mail:

F. Environmental Consultant

This is a contact person for additional information

Last Name: First Name: Middle Initial:
Title: Company:
Address:
City: State: Zip:
Home Telephone: Work Telephone:
Cell Phone:
E-mail Address:

Correspondence will be sent via email, unless you check here to receive it via US Mail:

G. Agent Authorized to Secure Permit (If Different from Consultant)

Last Name: First Name: Middle Initial:
Title: Company:
Address:
City: State: Zip:
Home Telephone: Work Telephone:
Cell Phone:
E-mail Address:

Correspondence will be sent via email, unless you check here to receive it via US Mail:

If necessary, please add additional pages for other contacts and property owners related to this project.

H. Real Property Interest

- a. Permits are only issued to entities having sufficient real property interest as described in Section 4.2.3(d) of Applicant's Handbook Volume I. **Please attach evidence of the applicant's real property interest over the land upon which the activities subject to the application will be conducted, including mitigation areas (if applicable).** Refer to Sections 4.2.3(d)-(e) for sufficient real property interest documentation. **Please refer to attached Charlotte County Property Appraiser's information sheet.**
- b. For activities that require a recorded notice in accordance with rule 62-330.090(7), F.A.C., please provide either the complete legal description of the property or a copy of the pages of the document recorded in the public records that contains the complete legal description. If the land upon which the proposed activities are to occur is not owned by the applicant, the applicant must also provide copies of any right-

of-way, leases, easements, or other legal agreement which authorizes the applicant to perform the activities on those lands.

Part 4: Signatures and Authorization to Access Property

Instructions: For multiple applicants please provide a separate Part 4 for each applicant. For corporations, the application must be signed by a person authorized to bind the corporation. A person who has sufficient real property interest (see Section 4.2.3(d) of Applicant's Handbook Volume I) is required in (B) to authorize access to the property, except when the applicant has the power of eminent domain.

A. By signing this application form, I am applying for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto does not relieve me of any obligation for obtaining any other required federal, state, water management district, or local permit prior to commencement of construction. I agree to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a different responsible operation and maintenance entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Chester R. Young, Senior Project Manager

Typed/Printed Name of Applicant or Applicant's Authorized Agent

Signature of Applicant or Applicant's Authorized Agent

Date

(Corporate Title if applicable)

B. 1. Certification of Sufficient Real Property Interest and Authorization For Staff To Access The Property:

I certify that:

I possess sufficient real property interest in or control, as defined in Section 4.2.3 (d) of Applicant's Handbook Volume I, over the land upon which the activities described in this application are proposed and I have legal authority to grant permission to access those lands. I hereby grant permission, evidenced by my signature below, for staff of the Agency to access, inspect, and sample the lands and waters of the property as necessary for the review of the proposed works and other activities specified in this application, upon advance notice. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review, inspection, and/ or sampling. Further, if a permit is granted, upon advance notice, I agree to provide entry to the project site for such agents or personnel with proper identification to determine compliance with permit conditions and permitted plans and specifications.

OR

I represent an entity having the power of eminent domain and condemnation authority, and I/we shall make appropriate arrangements to enable staff of the Agency to legally access, inspect, and sample the property as described above.

Robert Brasher

Typed/Printed Name

Signature

Date

Director, Learn to Sail, LLC

(Corporate Title if applicable)

B. 2. Certification of Sufficient Real Property Interest and Authorization For Staff To Access The Property:


I certify that:

I possess sufficient real property interest in or control, as defined in Section 4.2.3 (d) of Applicant's Handbook Volume I, over the land upon which the activities described in this application are proposed and I have legal authority to grant permission to access those lands. I hereby grant permission, evidenced by my signature below, for staff of the Agency to access, inspect, and sample the lands and waters of the property as necessary for the review of the proposed works and other activities specified in this application, upon advance notice. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review, inspection, and/ or sampling. Further, if a permit is granted, upon advance notice, I agree to provide entry to the project site for such agents or personnel with proper identification to determine compliance with permit conditions and permitted plans and specifications.

OR

I represent an entity having the power of eminent domain and condemnation authority, and I/we shall make appropriate arrangements to enable staff of the Agency to legally access, inspect, and sample the property as described above.

Gregory B. Murray
Typed/Printed Name

Signature  Date 1/24/22

City Manager, City of Punta Gorda
(Corporate Title if applicable)

C. 1. Designation of Authorized Agent (If Applicable):

I hereby designate and authorize **Hans Wilson and Associates, Inc.** to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirements which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S., and 18 U.S.C. Section 1001.

Robert Brasher
Typed/Printed Name of Applicant


Signature of Applicant _____ Date _____

Director, Learn to Sail, LLC
(Corporate Title if applicable)

C. 2. Designation of Authorized Agent (If Applicable):

I hereby designate and authorize **Hans Wilson and Associates, Inc.** to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirements which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S., and 18 U.S.C. Section 1001.

Gregory B. Murray
Typed/Printed Name of Applicant

Signature of Applicant  Date 1/24/22

City Manager, City of Punta Gorda
(Corporate Title if applicable)