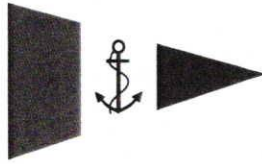


# PUNTA GORDA BOAT CLUB



P.O. BOX 511055 • PUNTA GORDA, FLORIDA 33951-1055 • 941-639-3828

PGBOATCLUB.ORG

April 28, 2021

Karen Smith, City Clerk  
City of Punta Gorda  
100 East Retta Esplanade  
Punta Gorda, FL 33950

Dear Ms. Smith,

Enclosed, please find our Club's check number 2415 for \$20 from the Punta Gorda Boat Club. The check is in payment of our Club's 20-year (2021 to 2041) lease of the site located at 802 West Retta Esplanade.

Respectfully,

George Tompkins, Commodore  
Punta Gorda Boat Club

## LAND LEASE AGREEMENT

This Land Lease Agreement (hereinafter "Agreement") is made this 6<sup>th</sup> day of May 2020, by and between the CITY OF PUNTA GORDA, a Florida municipal corporation (hereinafter "Lessor"), whose mailing address is 326 West Marion Avenue, Punta Gorda, Florida and PUNTA GORDA BOAT CLUB, INC., a Florida Not For Profit Corporation (hereinafter "Lessee"), whose mailing address is P.O. Box 511055, Punta Gorda, FL 33955.

### RECITALS

WHEREAS, Lessor owns a tract of land platted as Shreve Park in Punta Gorda, Charlotte County, Florida; and

WHEREAS, Lessee has leased a portion of said land for the operation of a boat club facility and ancillary uses since July 5, 1961; and

WHEREAS, the initial lease agreement has been amended over the years by mutual consent of the parties for the purposes of allowing additional improvements and public uses as well as extending the lease term; and

WHEREAS, the current lease agreement will expire on April 21, 2021, and, the parties desire to enter into a new agreement to allow for additional improvements to the boat club facilities, upgrading of the utility infrastructure, construction of a Harborwalk, and to provide additional public access to the waterfront.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **LEASED PREMISES AND USE:** The Lessor owns real property located at 802 West Retta Esplanade, Punta Gorda, Florida, upon which Lessee has constructed certain improvements for the operation of a boat club and ancillary facilities. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the real property more particularly described in the Punta Gorda Boat Club Lease Area description and sketch attached hereto and incorporated herein as Exhibit "A" (hereinafter referred to as the "leased premises"). Lessee shall use the leased premises for any lawful purposes and shall provide on the leased premises appropriate and related services and activities similar to those services and activities which have been provided prior to the date of this Agreement, including the Punta Gorda Sailing Club and Coast Guard Auxiliary.

2. **TERM AND RENEWALS:** Lessor hereby grants to Lessee the right to exclusively rent, lease, operate and manage the leased premises upon the terms hereinafter set forth for an initial term of twenty (20) years beginning on May 1, 2021, and ending at 11:59 p.m. on, April 30, 2041 (hereinafter "Initial Lease Term"), with automatic one-year renewals thereafter subject to all of the terms and conditions herein contained.

3. **RENT:** Lessee shall pay to Lessor, as rent for the first year, the amount of \$1.00 simultaneously with the execution of this Agreement and agrees to pay \$1.00 annually on or before the anniversary date for the duration of Agreement and any renewal thereof.

4. **PUBLIC PURPOSE:** The Lessor's willingness to enter into this Agreement is based upon a finding that the Lessee's proposed use and operation of leased premises is in the best interest of the City of Punta Gorda in its governmental capacity.

5. **LESSEE'S DUTIES AND RESPONSIBILITIES:**

- a. Lessee shall be responsible for all operational and maintenance expenses associated with its use of the leased premises.
- b. Lessee shall renovate the parking area, driveway, landscaping, and exterior of the existing building consistent with future exterior renovation of the city-owned Bayfront Center, and in keeping with spending constraints imposed by FEMA, and current building regulations. The Lessee shall use the architecture firm used by the Lessor for the Bayfront Center exterior, at an expense not to exceed \$10,000. Lessor's Urban Design division shall provide guidance on design to ensure compatibility and cohesiveness of the two buildings.
- c. Lessee shall make necessary improvements to water and/or wastewater facilities serving the leased premises. Upon completion of the improvements, Lessee shall have responsibility for the water and wastewater facilities on the leased premises from the building to northern limit of the Harborwalk.
- d. A nominally 8-foot wide, unleased strip for public access will extend southwest along the leased premises adjacent to the basin seawall, and then along the southwest and northwest waterfronts. A visual demarcation between this public access and the leased premises shall be the responsibility of the Lessee. Lessee shall provide daily clean-up/custodial upkeep of the public access area on the peninsula surrounding the leased premises.

6. **LESSOR'S DUTIES AND RESPONSIBILITIES:**

- a. Lessor shall grant Lessee a non-exclusive occupation of easement as identified in Exhibit "B" attached hereto, for the reconfiguration of parking and driveway.

- b. Lessor shall be responsible for the long-term capital maintenance/repair of the public access area surrounding the leased premises as well as the adjacent Harborwalk and park property.
- c. Lessor shall not make any improvements in the public access area surrounding the leased premises which will impede the water view of the Lessee.
- d. Lessor shall be responsible for the water and wastewater facilities outside the leased premises including beneath the Harborwalk to the Berry Street and West Retta Esplanade intersection.
- e. Lessor grants the Lessee use of the main Bayfront parking lot, for up to 5 days per year for outdoor events, such as the Peace River Radio Association Hamfest and Peace River Power Squadron safety demo days, thru coordination with the lead tenant of the Bayfront Center.

7. **EMPLOYEES:** Lessee, including its employees, members and volunteers, are not employees or representatives of the City of Punta Gorda and Lessee is authorized to hire, discharge and supervise all labor and employees required for its use, operation, and management of the leased premises.

8. **INSURANCE:** Lessee shall keep in force during the term of this Agreement and any renewals thereof, at Lessee's sole expense, comprehensive general liability insurance in companies approved by Lessor (which approval shall not be unreasonably withheld) to protect against liability incidental to the use of or resulting from any acts occurring in or about the leasehold area, the liability under said insurance to be not less than One Million Dollars (\$1,000,000) for injury to one person in one accident, occurrence or casualty, and not less than a combined single limit of Two Million Dollars (\$2,000,000) for injuries to one or more persons and/or damage to property, in any occurrence. Lessee shall cause the Lessor to be named as an additional insured on any such policies. Lessee shall furnish proof of insurance prior to the initiation of any term under this Agreement. Lessee shall notify Lessor of any cancellation of insurance prior to the expiration of the term of this Agreement.

9. **ASSIGNMENT:** This Agreement may not be assigned, nor except as otherwise provided herein, be sublet without consent of Lessor.

10. **REMEDIES FOR BREACH OF AGREEMENT:** If either the Lessor or Lessee shall fail to perform, or shall breach any portion of this Agreement for thirty (30) days after a written notice specifying the performance required shall have been given to the party failing to perform, the party so giving notice may institute action in a court of competent jurisdiction to terminate this Agreement or compel performance of the Agreement.

11. **TERMINATION:**

- a. This Agreement shall be terminated immediately if the Lessee or Lessor shall be dissolved, become insolvent or bankrupt, or make assignment for the benefit of creditors.
- b. Lessor reserves the right to terminate this Agreement at any time during the Initial Lease Term upon a finding by the City Council that paramount public purpose exists for the leased premises. The Agreement shall be terminated under this part upon the provision of ninety (90) days written notice to Lessee and payment in full of the then full market value of the building improvements in the leased premises to Lessee. In the event that an equivalent waterfront activity center is constructed in Gilchrist Park, Lessee shall have first right of refusal to occupy the center, or portion thereof, to continue the operation of a boat club and Lessor shall not be required to pay Lessee for any building improvements in the leased premises upon termination of this Agreement under this part.
- c. During any annual renewal term thereafter, either party shall have the right to terminate the Agreement at the end of the then current term upon the provision of at least ninety (90) days written notice of intent to terminate.

12. **FUNDING:** Nothing contained herein tenders or concerns the funding of the day-to-day operation of the Punta Gorda Boat Club.

13. **NOTICE:** All rent payable and notice given under this Agreement to the Lessor shall be paid and given at City Hall, 326 West Marion Avenue, Punta Gorda, Florida 33950, or such other place as the Lessor shall specify in writing. All notice given under this Agreement to Lessee shall be given at P.O. Box 511055, Punta Gorda, FL 33955, or at such other place as the Lessee shall specify in writing.

14. **SIGNAGE:** The Lessee shall be permitted one ground level sign in its historic location adjacent to West Retta Esplanade. The sign shall be made consistent with the City of Punta Gorda branding by January 1, 2022.

15. **INDEMNIFICATION:** Lessee shall indemnify and hold harmless Lessor and its officers, directors, employees, agents, and successors (herein referred to as "Indemnified Parties") from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, or damage to property occurring in or about, or arising out of the Lessee's use of the property. In the event any of the Indemnified Parties shall be made a party to any litigation or administrative action commenced by or against the Lessee, its agents, contractors or employees, Lessee shall protect and hold Indemnified Parties harmless from and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by

Indemnified Parties in connection with such action or actions. Lessee shall also pay all costs, expenses and reasonable attorney's fees which may be incurred or paid by Indemnified Parties in enforcing the covenants and conditions of this Agreement, whether incurred as a result of litigation or otherwise.

16. **ENTIRE AGREEMENT:** This Agreement contains and embodies the entire agreement of the parties hereto and no representations, inducements of 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.

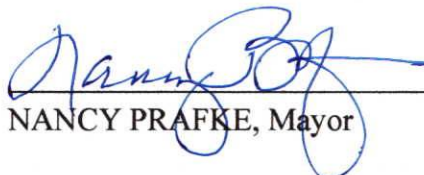
17. **VENUE:** This Agreement shall be governed by and construed in accordance with Florida law. Venue for the purposes of any action brought to enforce or construe the Agreement shall lie in Charlotte County, Florida.

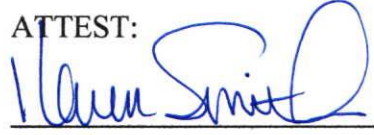
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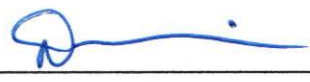
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IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures on the date first written above.

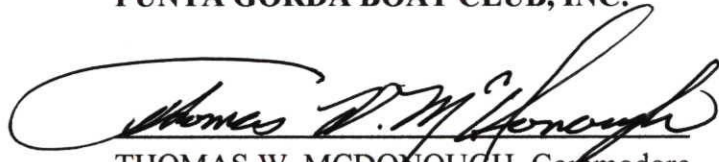
**CITY OF PUNTA GORDA**

  
\_\_\_\_\_  
NANCY PRAFKE, Mayor

ATTEST:  
  
\_\_\_\_\_  
KAREN SMITH, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
DAVID M. LEVIN, City Attorney

**PUNTA GORDA BOAT CLUB, INC.**

  
\_\_\_\_\_  
THOMAS W. MCDONOUGH, Commodore



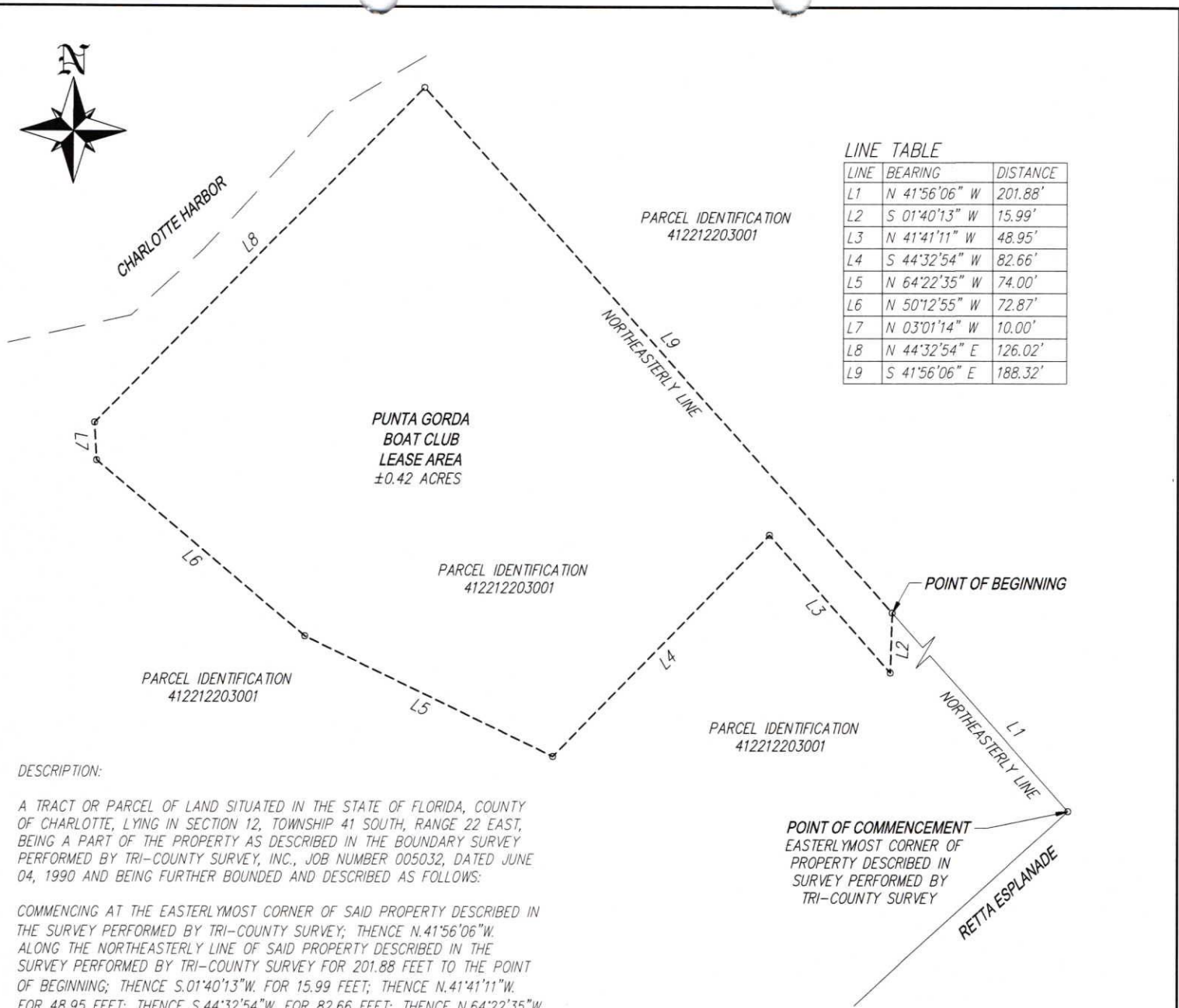
WITNESSES:  
  
\_\_\_\_\_  
Print: Macall Finkler  
  
\_\_\_\_\_  
Print: HOWARD KUNNE

Exhibit "A" to Land Lease



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 41°56'06" W	201.88'
L2	S 01°40'13" W	15.99'
L3	N 41°41'11" W	48.95'
L4	S 44°32'54" W	82.66'
L5	N 64°22'35" W	74.00'
L6	N 50°12'55" W	72.87'
L7	N 03°01'14" W	10.00'
L8	N 44°32'54" E	126.02'
L9	S 41°56'06" E	188.32'

DESCRIPTION:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF CHARLOTTE, LYING IN SECTION 12, TOWNSHIP 41 SOUTH, RANGE 22 EAST, BEING A PART OF THE PROPERTY AS DESCRIBED IN THE BOUNDARY SURVEY PERFORMED BY TRI-COUNTY SURVEY, INC., JOB NUMBER 005032, DATED JUNE 04, 1990 AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLYMOST CORNER OF SAID PROPERTY DESCRIBED IN THE SURVEY PERFORMED BY TRI-COUNTY SURVEY; THENCE N.41°56'06"W. ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY DESCRIBED IN THE SURVEY PERFORMED BY TRI-COUNTY SURVEY FOR 201.88 FEET TO THE POINT OF BEGINNING; THENCE S.01°40'13"W. FOR 15.99 FEET; THENCE N.41°41'11"W. FOR 48.95 FEET; THENCE S.44°32'54"W. FOR 82.66 FEET; THENCE N.64°22'35"W. FOR 74.00 FEET; THENCE N.50°12'55"W. FOR 72.87 FEET; THENCE N.03°01'14"W. FOR 10.00 FEET; THENCE N.44°32'54"E. FOR 126.02 FEET TO THE NORTHEASTERLY LINE OF SAID PROPERTY DESCRIBED IN THE SURVEY PERFORMED BY TRI-COUNTY SURVEY; THENCE S.41°56'06"E. ALONG SAID NORTHEASTERLY LINE FOR 188.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.42 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON "THE STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT - EPOCH 2010) AND WERE DERIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK SITE CODE "PNTA", IN U.S. FEET WHEREIN THE NORTHEASTERLY LINE OF SAID PROPERTY DESCRIBED IN THE SURVEY PERFORMED BY TRI-COUNTY SURVEY BEARS N.41°56'06"W.

LEGEND:

- LB LICENSED BUSINESS
- EB ENGINEERING BUSINESS
- L1 LINE ONE IN TABLE

POINT OF COMMENCEMENT  
EASTERLYMOST CORNER OF  
PROPERTY DESCRIBED IN  
SURVEY PERFORMED BY  
TRI-COUNTY SURVEY

THIS IS NOT A BOUNDARY SURVEY

*Richard M. Ritz*  
RICHARD M. RITZ, R.L.S.  
FLORIDA CERTIFICATION NO. 14009  
DATE SIGNED : 01-09-2020

**BANKS**  
**ENGINEERING**

4161 TAMIAMI TRAIL - BLDG 5 UNIT 501  
PORT CHARLOTTE, FLORIDA 33952  
PHONE: (941) 625-1165 FAX: (941) 625-1149  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690  
WWW.BANKSENG.COM

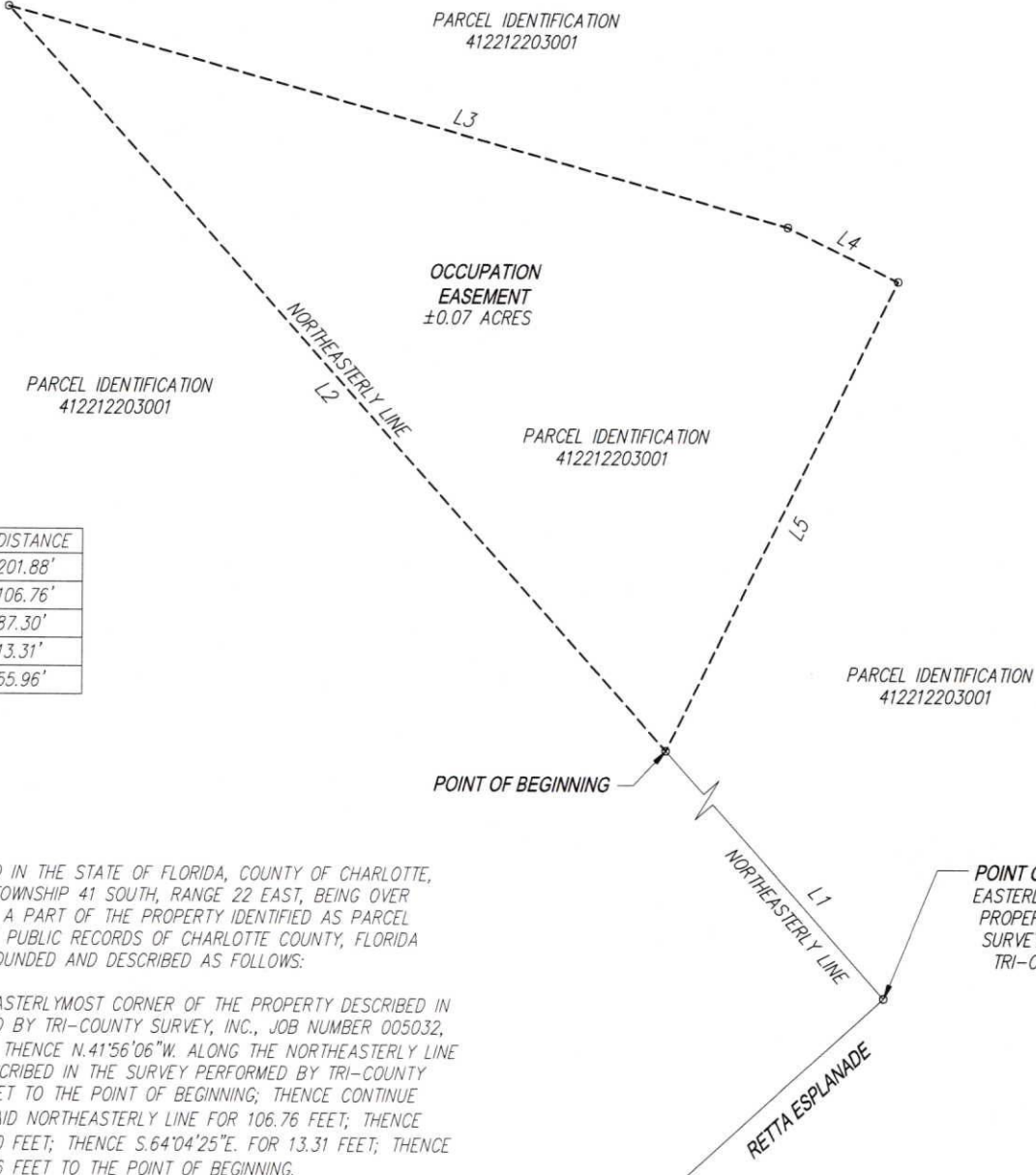
Professional Engineers, Planners, & Land Surveyors  
Serving The State Of Florida

DESCRIPTION AND SKETCH  
**PUNTA GORDA BOAT CLUB LEASE AREA**  
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
01-09-20	4425	LEASE AREA	N/A	DDB	BJC	1"=40'	1 of 1



Exhibit "B" to Land Lease



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 41°56'06" W	201.88'
L2	N 41°56'06" W	106.76'
L3	S 74°26'53" E	87.30'
L4	S 64°04'25" E	13.31'
L5	S 26°13'27" W	55.96'

DESCRIPTION:

AN EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF CHARLOTTE, LYING IN SECTION 12, TOWNSHIP 41 SOUTH, RANGE 22 EAST, BEING OVER ACROSS AND THROUGH A PART OF THE PROPERTY IDENTIFIED AS PARCEL 412212203001 PER THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLYMOST CORNER OF THE PROPERTY DESCRIBED IN THE SURVEY PERFORMED BY TRI-COUNTY SURVEY, INC., JOB NUMBER 005032, DATED JUNE 04, 1990; THENCE N.41°56'06"W. ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY DESCRIBED IN THE SURVEY PERFORMED BY TRI-COUNTY SURVEY FOR 201.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.41°56'06"W. ALONG SAID NORTHEASTERLY LINE FOR 106.76 FEET; THENCE S.74°26'53"E. FOR 87.30 FEET; THENCE S.64°04'25"E. FOR 13.31 FEET; THENCE S.26°13'27"W. FOR 55.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.07 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON "THE STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT - EPOCH 2010) AND WERE DERIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK SITE CODE "PNTA", IN U.S. FEET WHEREIN THE NORTHEASTERLY LINE OF SAID PROPERTY DESCRIBED IN THE SURVEY PERFORMED BY TRI-COUNTY SURVEY BEARS N.41°56'06"W.

THIS IS NOT A BOUNDARY SURVEY

*Richard M. Ritz*  
 RICHARD M. RITZ, R.L.S.  
 FLORIDA CERTIFICATION NO. 14009  
 DATE SIGNED : 01-16-2020

LEGEND:

- LB LICENSED BUSINESS
- EB ENGINEERING BUSINESS
- L1 LINE ONE IN TABLE

**BANKS**  
**ENGINEERING**

4161 TAMIAMI TRAIL - BLDG 5 UNIT 501  
 PORT CHARLOTTE, FLORIDA 33952  
 PHONE: (941) 625-1165 FAX: (941) 625-1149  
 ENGINEERING LICENSE # EB 6469  
 SURVEY LICENSE # LB 6690  
 WWW.BANKSENG.COM

Professional Engineers, Planners, & Land Surveyors  
 Serving The State Of Florida

DESCRIPTION AND SKETCH  
**PUNTA GORDA BOAT CLUB OCCUPATION EASEMENT**  
 CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
01-16-20	4425	OCCUPATION	N/A	DDB	BJC	1"=20'	1 of 1

## AMENDMENT TO LEASE

This Amendment is made and entered into on this 6<sup>th</sup> day of July, 2016, between the CITY OF PUNTA GORDA, FLORIDA, a municipal corporation of the State of Florida, hereinafter called "Lessor", and PUNTA GORDA BOAT CLUB, INC., a Florida Non-Profit Corporation, hereinafter called "Lessee".

### RECITALS

A. On July 5, 1961, Lessor and Lessee entered into a Lease (hereinafter referred to as "the Lease") covering those certain premises (hereinafter referred to as "the Premises") situated in the City of Punta Gorda, Charlotte County, Florida, more particularly described as: A certain parcel of land lying in and being in Shreve Park, City of Punta Gorda (formerly Trabue), County of Charlotte, State of Florida, as recoded in Plat Book 1, Page 23 of the public records of Charlotte County, Florida; also being a strip of land 150 feet wide and being parallel to and contiguous to the Southwesterly line of the 100-foot-wide access street between Shreve Park and Berry Park and having as its Southeasterly boundary the Northwesterly line of Retta Esplanade and as its Northwesterly boundary the waters of Charlotte Harbor. A copy of a boundary survey of said premises is attached hereto and incorporated in the original Lease as Exhibit "A".

B. On February 7, 1979, Lessor and Lessee amended the above-referenced Lease by the inclusion of additional terms, including an extension of the lease term for forty (40) years from and after April 30, 1981. The Lease, as amended by the amendment dated February 7, 1979, shall be hereinafter referred to as the "Lease".

C. Lessor and Lessee now desire to further amend the Lease to extend the lease term, beyond April 30, 2021, in one year increments with the condition that after said date, Lessor has the right to terminate the Lease at any time and for any reason upon thirty (30) day written notice to Lessee.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, together with the sum of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree to amend the Lease as follows:

1. The Recitals are true and correct and are incorporated herein.
2. The Lease term is hereby extended beyond April 30, 2021, in one year increments.
3. Lessor has the right to terminate the Lease at any time and for any reasons after April 30, 2021, upon thirty (30) days written notice to the Lessee.
4. In all other respects, all provisions of the Lease and subsequent amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 6<sup>th</sup> day of July, 2016.

CITY OF PUNTA GORDA, Lessor

By: Rachel Keesling  
RACHEL KEESLING, Mayor

ATTEST:

Karen Smith  
KAREN SMITH, City Clerk

APPROVED AS TO FORM:

David M. Levin  
DAVID M. LEVIN, City Attorney

PUNTA GORDA BOAT CLUB, INC., Lessee

By: John C. Byrne  
JOHN BYRNE, Commodore

WITNESSES:

Marion E. Cleveland  
Signature

MARION E. CLEVELAND  
Print

Paul M. Cleveland  
Signature

PAUL M. CLEVELAND  
Print

## AMENDMENT TO LEASE

This Amendment is made and entered into on this 6<sup>th</sup> day of July, 2016, between the CITY OF PUNTA GORDA, FLORIDA, a municipal corporation of the State of Florida, hereinafter called "Lessor", and PUNTA GORDA BOAT CLUB, INC., a Florida Non-Profit Corporation, hereinafter called "Lessee".

### RECITALS

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B. On February 7, 1979, Lessor and Lessee amended the above-referenced Lease by the inclusion of additional terms, including an extension of the lease term for forty (40) years from and after April 30, 1981. The Lease, as amended by the amendment dated February 7, 1979, shall be hereinafter referred to as the "Lease".

C. Lessor and Lessee now desire to further amend the Lease to extend the lease term, beyond April 30, 2021, in one year increments with the condition that after said date, Lessor has the right to terminate the Lease at any time and for any reason upon thirty (30) day written notice to Lessee.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, together with the sum of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree to amend the Lease as follows:

1. The Recitals are true and correct and are incorporated herein.
2. The Lease term is hereby extended beyond April 30, 2021, in one year increments.
3. Lessor has the right to terminate the Lease at any time and for any reasons after April 30, 2021, upon thirty (30) days written notice to the Lessee.
4. In all other respects, all provisions of the Lease and subsequent amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 6<sup>th</sup> day of July, 2016.

CITY OF PUNTA GORDA, Lessor

By: Rachel Keesling  
RACHEL KEESLING, Mayor

ATTEST:

Karen Smith  
KAREN SMITH, City Clerk

APPROVED AS TO FORM:

David M. Levin  
DAVID M. LEVIN, City Attorney

PUNTA GORDA BOAT CLUB, INC., Lessee

By: John A. Byrne  
JOHN BYRNE, Commodore

WITNESSES:

Marion E. Cleveland  
Signature

MARION E. CLEVELAND  
Print

Paul M. Cleveland  
Signature

PAUL M. CLEVELAND  
Print

## AMENDMENT TO LEASE

This Amendment is made and entered into on this 15<sup>th</sup> day of February, 2012 between the CITY OF PUNTA GORDA, FLORIDA, a municipal corporation of the State of Florida, hereinafter called "Lessor", and PUNTA GORDA BOAT CLUB, INC., a Florida Non-Profit Corporation, hereinafter called "Lessee".

### RECITALS

- A. On July 5, 1961, Lessor and Lessee entered into a Lease (hereinafter referred to as "the Lease") covering those certain premises (hereinafter referred to as "the Premises") situated in the City of Punta Gorda, Charlotte County, Florida, more particularly described as: A certain parcel of land lying in and being in Shreve Park, City of Punta Gorda (formerly Trabue), County of Charlotte, State of Florida, as recorded in Plat Book 1, Page 23 of the public records of Charlotte County, Florida; also being a strip of land 150 feet wide and being parallel to and contiguous to the Southwesterly line of the 100-foot-wide access street between Shreve Park and Berry Park and having as its Southeasterly boundary the Northwesterly line of Retta Esplanade and as its Northwesterly boundary the waters of Charlotte Harbor. A copy of a boundary survey of said premises is attached hereto and incorporated herein as Exhibit "A".
- B. On February 7, 1979, Lessor and Lessee amended the above-referenced Lease by the inclusion of additional terms, including an extension of the lease term for forty (40) years from and after April 30, 1981. The Lease, as amended by the amendment dated February 7, 1979, shall be hereinafter referred to as the "Lease".
- C. Lessor now desires to further amend the Lease to allow certain uses of the Premises for the benefit of the public which are not inconsistent with the use of the Premises by Lessee. In particular, Lessor desires to install, maintain, and permit public use of floating boat docks within the boat basin adjacent to the western boundary of the Premises; to permit public access to the aforesaid floating boat docks; and to maintain the existing seawall along the boat basin.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, together with the sum of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree to amend the Lease as follows:

1. The Recitals are true and correct and are incorporated herein.
2. Lessor shall be allowed for the term of the Lease to install, maintain, repair and permit public use of floating boat docks within the boat basin adjacent to the western boundary of the Premises, as generally depicted on Exhibit "B", attached hereto and incorporated herein. Such activities shall be conducted at the sole cost and expense of Lessor. It is recognized by all parties that nothing herein is intended to affect Lessor's rights, title, and interests to the submerged lands within the boat basin.
3. Lessee shall at all times permit the public to access the floating docks referred to in Paragraph No. 1 above from the Premises at the access point generally depicted on Exhibit "B" attached hereto and incorporated herein. Said access point may be relocated upon mutual agreement of Lessor and Lessee. Said access point shall be constructed, maintained, and marked with signage by Lessor at Lessor's sole cost and expense.

4. Lessor shall at its sole cost and expense maintain the existing seawall that runs along the boat basin. Such maintenance shall be undertaken when Lessor determines, in its sole discretion, that maintenance of said seawall is required.


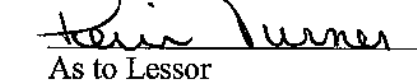
5. To the extent permitted by Florida State law (Constitutional or Statutory, as amended), and specifically without waiving any rights granted to Lessor under Section 768.28, Florida Statutes, Lessor shall defend, indemnify and save Lessee harmless from and against any and all liability, loss, or damage, including attorney's fees and costs, arising out of, or resulting from the public's use of the floating docks, access point, and area surrounding that portion of the Premises authorized for use by the public under this amendment, EXCEPT when such liability, loss or damage is caused by the fault or negligence of Lessee.

6. In all other respects, all provisions of the Lease shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15<sup>th</sup> day of February, 2012.

CITY OF PUNTA GORDA, Lessor

WITNESSES:

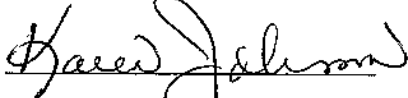
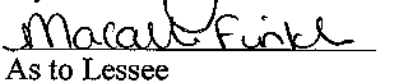
  
  
As to Lessor

By:   
William Albers, Mayor

Attest:   
Sue Foster, City Clerk

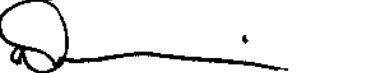
PUNTA GORDA BOAT CLUB, INC., Lessee

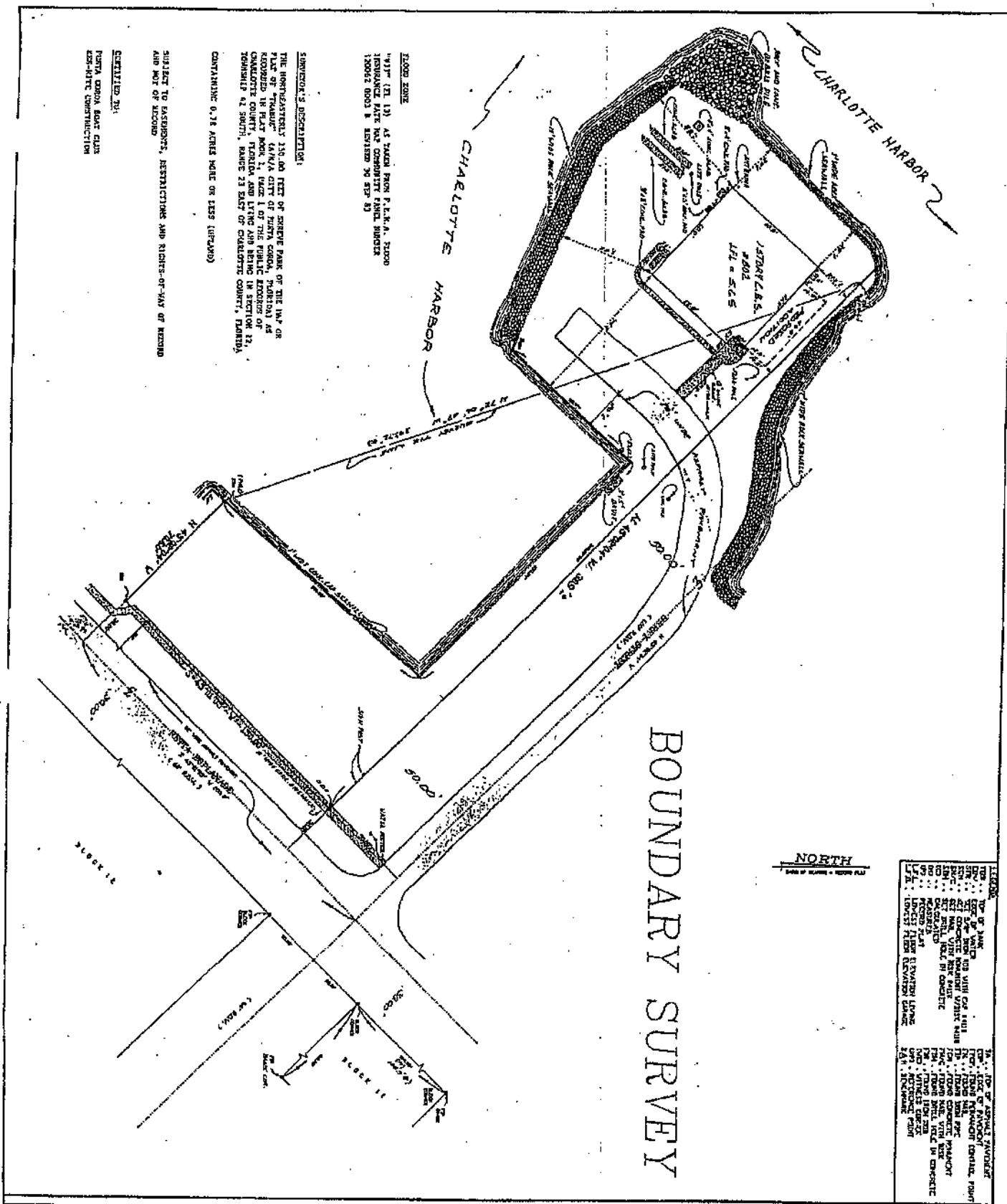
WITNESSES:

  
  
As to Lessee

By:   
Robert Bridge, Commodore

Approved as to form:

  
David M. Levin  
City Attorney



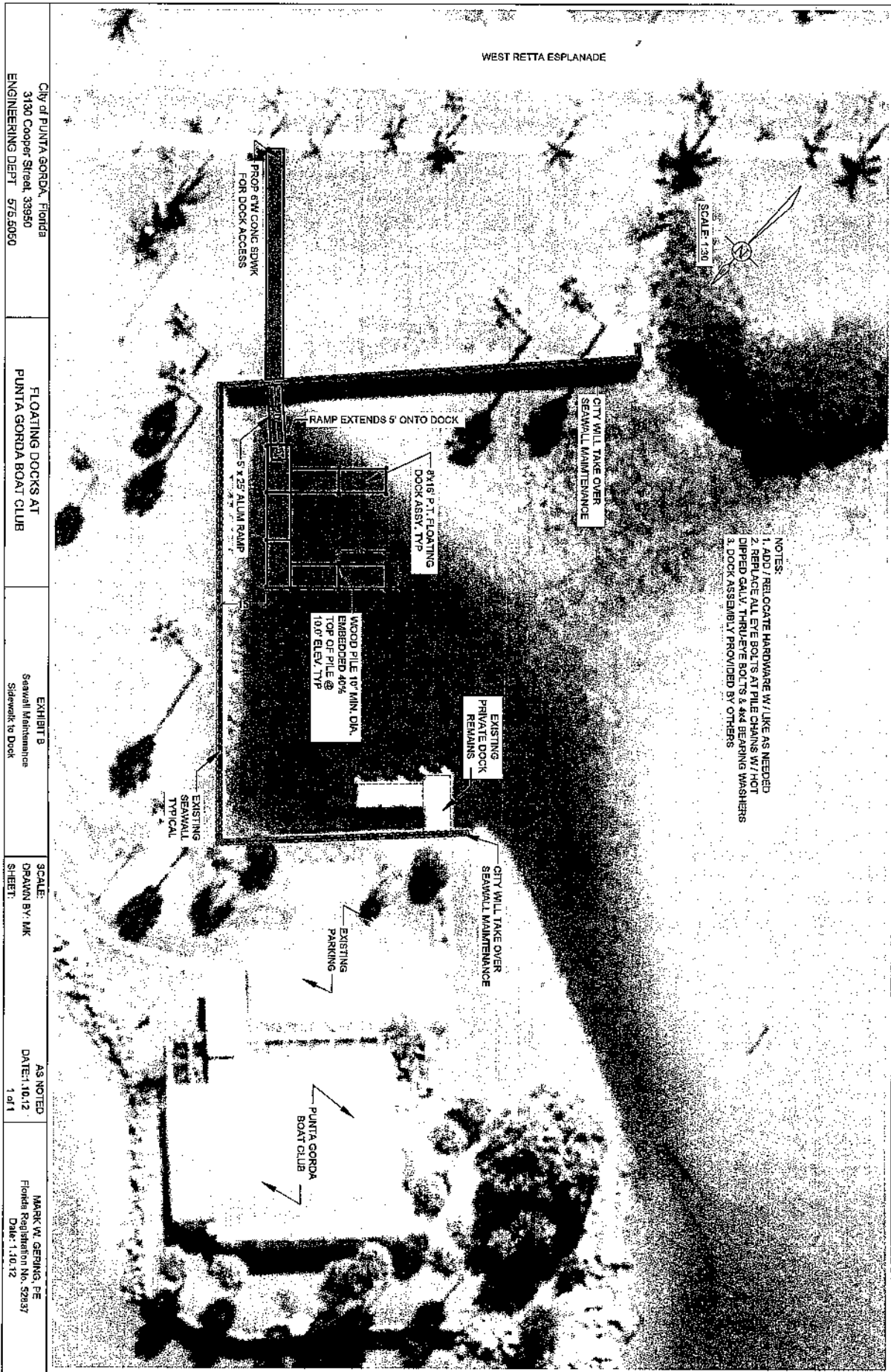
LEGEND	
—	TO BE BOUND
...	TO BE BOUND BY OTHER SURVEY
---	TO BE BOUND BY RECORD
-.-.-	TO BE BOUND BY EASEMENT
~	TO BE BOUND BY DEED
...	TO BE BOUND BY PLAT
...	TO BE BOUND BY CONTRACT
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...	TO BE BOUND BY EASEMENT
...	TO BE BOUND BY DEED
...	TO BE BOUND BY PLAT
...	TO BE BOUND BY CONTRACT
...	TO BE BOUND BY AGREEMENT

SURVEYOR'S DESCRIPTION:  
 THE HORTHEASTLY 110.00 FEET OF RIVER BANK OF THE INLET OR  
 LUG OF "TOMBIGBE" (ANYA CITY OF PUNTA GORDA, PARISH) AS  
 SHOWN ON THE "PUNTA GORDA BOAT CLUB" PLAT, RECORD 18,  
 PAGE 27, AS BEING 10.00 FEET OF THE PUBLIC RECORDS OF  
 THE COUNTY OF CHARLOTTE, FLORIDA, BEING 22.50 FEET OF  
 THE PUBLIC RECORDS OF THE COUNTY OF CHARLOTTE, FLORIDA,  
 CONTAINING 0.78 ACRES MORE OR LESS (RECORD)  
 SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD  
 AND NOT OF RECORD  
 CERTIFIED BY:  
 PUNTA GORDA BOAT CLUB  
 EXPH-ART CONSTRUCTION

	<b>Tri-County Survey, Inc.</b> Surveyors - Planners 1921 W. HANCOCK AVE., PUNTA GORDA, FL. 33550 OFFICE: 811 Ken-Rite Coast (Kenno) PREPARED FOR: <b>PUNTA GORDA BOAT CLUB</b>	SECTION 16 TOWNSHIP 21. S. RANGE 22. E.	THE SURVEY AS SHOWN HEREON WAS NOT ABSTAINED FOR EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY, AGREEMENTS AND OTHER SUCH MATTERS OF RECORD SUCH INFORMATION SHOULD BE OBTAINED THROUGH APPROPRIATE TITLE VERIFICATION.  I HEREBY CERTIFY THAT THE DRAWING SHOWN HEREON REPRESENTS A TRUTHFUL SURVEY MADE UNDER MY DIRECTOR AND BELIEVE OR BELIEVE THE SURVEY TO BE A MATTER OF RECORD AS SET FORTH IN CHAPTER 219-06 OF THE FLORIDA ADMINISTRATIVE CODE AND TO THE END CONTAINING THE BEST OF MY KNOWLEDGE AND BELIEF. 1 July 21 <i>(Signature)</i> KEITH L. CLEVELAND, REGISTERED LAND SURVEYOR FLORIDA NUMBER 1127	MEASUREMENTS BY
--	---	---	--	-----------------

(THIS COPY NOT TO SCALE) EXHIBIT "A"





- NOTES:
1. ADD / RELOCATE HARDWARE W/ LIKE AS NEEDED
  2. REPLACE ALL EYE BOLTS AT PILE CHAINS W/ HOT DIPPED GALV. TRIPLEVE BOLTS & 4x4 BEARING WASHERS
  3. DOCK ASSEMBLY PROVIDED BY OTHERS

City of PUNTA GORDA, Florida  
 3130 Cooper Street, 33950  
 ENGINEERING DEPT 575.5050

FLOATING DOCKS AT  
 PUNTA GORDA BOAT CLUB

EXHIBIT B  
 Seawall Maintenance  
 Sidewalk to Dock

SCALE:  
 DRAWN BY: MK  
 SHEET:

AS NOTED  
 DATE: 10.12  
 1 of 1

MARK W. GERING, PE  
 Florida Registration No. 52857  
 Date: 1.10.12

The City Manager pointed out you can not special assess after the project is done. He asked for two weeks to work up property owners and notification of same as well as additional costs. He further explained the procedure and will report the situation at the next meeting. It was pointed out the greater part of the traffic is City trucks moving materials to and from Manzana for paving project.

<sup>2-A-12</sup>  
~~PUNTA GORDA BOAT CLUB REQUEST FOR DREDGE MATERIAL SPACE:~~ The boat club requested permission to place dredge materials from the basin and channel on park land west of their building for a period of one year to allow it to dry and filter out, at which time they would remove it if the City desired.

Mayor Phipps thought the only area would be across from Cedar Village and Berry Street. If it is muck could be hauled out, if good soil could be used for fill. They would have to use dykes the same as Fishermen's Village had been required to do.

Councilman Johnson moved, seconded by Councilman Taylor to authorize, by letter, the boat club to store dredge materials on City owned land and an agreement to move within one year. Also, a hold harmless to the City.

Councilman Taylor inquired as to odor problems. The City Engineer explained this as well as the dyking procedure.

~~MOTION UNANIMOUSLY CARRIED.~~

<sup>2-A-15</sup>  
~~DR. CLARK REQUEST FOR PAYMENT \$2,330.47:~~ Mayor Phipps advised Dr. Clark had now submitted an amendment to his bill. Councilman Monroe inquired if any of this cost could be recovered and was advised it could not. He is also working on sewers on Section 15. Mayor Phipps had received the memo from Mr. Printon on the method of payment of grant funds through Buddy Alexander's office. Under the grant application Dr. Clark is subcontracting through Reynolds, Smith and Hill. When this first grant application is completed all future grants will be made in the name of the City and paid directly to the City.


Councilman Johnson moved, seconded by Councilman Monroe to approve payment to Dr. Clark. ~~MOTION UNANIMOUSLY CARRIED.~~

<sup>2-A-22</sup>  
~~DUAL TAXATION - PAT PATTERSON:~~ Mr. Patterson presented a synopsis of the committee's report and recommendation. The press had done an excellent job of reporting this committee's determination. Copies of the report had been submitted to Council and the recommendations were portions of the Kelton report. The report as submitted by the committee is on file for detail and contained the following recommendations and explained as he addressed them:

Recommendation 1. Utilize Florida Statute Chapter 129.021 to gather Dual Taxation data from the County office. Both Mr. Alexander and Mr. Featherston concurred with this uniform accounting system and with this chart of accounts it would be extremely difficult if not impossible to use as it presently exists. The only agency involved in this is the Sheriff's Department.



CITY OF PUNTA GORDA  
OFFICE OF THE CITY ATTORNEY  
M E M O R A N D U M

To: Howard Kunik, City Manager  
From: David M. Levin, City Attorney   
Date: August 29, 2007  
Subject: Complaint Regarding "Boat Club Dock"

---

As you may recall, by letter dated July 30, 2007, in response to a citizen complaint regarding issues relative to the Punta Gorda Boat Club, Inc.'s ("Boat Club") dock, I requested that the Boat Club provide documentation that the existing dock was authorized by all governmental agencies with jurisdiction over the matter. Specifically, I requested copies of any issued federal (U.S. Army Corps of Engineers) and State (Florida Department of Environmental Protection) permits, as well as evidence that the City of Punta Gorda approved the dock which was to be located on City-owned submerged lands.

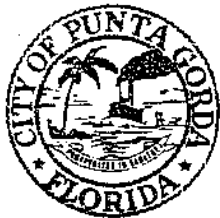
During our meeting this morning attended by Frank Hokenson and Gene Heine on behalf of the Boat Club, we were presented with several documents, including the following: (1) Regular City Council Meeting Minutes dated December 7, 1994; (2) Documentation from the City of Punta Gorda Building Department; (3) a U.S. Army Corps of Engineers Permit dated November 3, 1994; and (4) a Florida Department of Environmental Protection Permit dated November 15, 1994. Copies of which are attached.

Upon a review of the proffered documents, I can now conclude that the concrete boat dock presently located within the boat basin perpendicular to the seawall that is parallel to Berry Street, was authorized by all relevant governmental entities.

Of particular note is the action of the City Council taken on December 7, 1994 which unanimously approved the construction of an "L" shaped concrete dock within the boat basin. During the discussion on the record, said dock was described as a "dingy dock".

Also of particular note is "Specific Condition" No. 5 contained within the State of Florida Department of Environmental Protection permit. Said condition provides, in pertinent part, "This dock is for the temporary mooring of boats attending functions at the permittee's [Punta Gorda Boat Club] clubhouse. No...use of the dock at any time by a vessel of greater than 12" draft (measured to the vessel's lowest point, including a motor lower unit when fully lowered) shall be allowed without modification of this permit." (Emphasis Added).

Thus, according to the FDEP Permit, the subject boat dock was not intended for general use by the Boat Club members, nor for use by the general public. In order to avoid placing itself in a position whereby they may be accused of violating their State Permit, the Boat Club has a right and duty, to regulate the use of said dock.



City of **Punta Gorda**, Florida  
OFFICE OF THE CITY ATTORNEY

CITY HALL  
326 WEST MARION AVENUE  
PUNTA GORDA, FLORIDA 33950-4492

July 30, 2007

Robert Van Jones, Registered Agent  
Punta Gorda Boat Club, Inc.  
2131 El Cerito Court  
Punta Gorda, FL 33950

Re: Complaint Regarding "Boat Club Dock"

Dear Mr. Jones:

The undersigned is the City Attorney for the City of Punta Gorda. Recently a complaint by a citizen was received by one of our City Council-Members concerning the use of the boat dock adjacent to the property leased by the Punta Gorda Boat Club, Inc. That complaint was forwarded to me for investigation. I was also requested to review the history of the Punta Gorda Boat Club, Inc.'s lease with the City of Punta Gorda.

During the course of my investigation I reviewed a letter dated October 5, 2005 which I received from representatives of the Punta Gorda Boat Club, Inc. That letter, as well as other documents provided by your Club's representatives reflects State and Federal authorization for the construction of a "floating dock" to be constructed within the boat basin perpendicular to the seawall that is parallel to Berry Street.

As you know, there is no "floating dock" within the boat basin, but instead, there appears to be a fixed dock within the basin parallel to the seawall facing the front of the boat club building. It would greatly be appreciated if you would provide me with whatever documentation you have from State, Federal and local governments approving the subject dock in its present location.

You may also be aware the submerged lands within the boat basin are owned by the City of Punta Gorda. I could find no documentation within the City's files authorizing said dock to be constructed on City property. According to the Boundary Survey provided by the Punta Gorda Boat Club, the area leased by the Boat Club from the City excludes the lands within the boat basin. I would appreciate if you would provide whatever documentation the Punta Gorda Boat Club may have wherein the City Council authorized the Boat Club's use of the submerged lands within the boat basin for the construction of any boat dock.

Sincerely,

David M. Levin  
City Attorney

In Beautiful Charlotte County

Application number . . . . . : 94 00017737  
 Application status, date . . . : APPROVED 12/08/94  
 Property . . . . . : 802 W RETTA ESPLANADE  
 Parcel Number . . . . . : 0000-0000-PUG-000 27  
 County PA Number . . . . . : 00924850000001  
 Subdivision . . . . . : PUNTA GORDA  
 Zoning . . . . . : N/A NOT AVAILABLE  
 Application type . . . . . : ECAN ENGINEERING CANAL CONSTRUCTION  
 Application date . . . . . : 12/08/94  
 Tenant number, name . . . . . :  
 Master plan number, rev'wd by: TLH  
 Estimated valuation . . . . . :  
 Total square footage . . . . . : 0  
 Public building . . . . . : NO  
 Work description, qty . . . . . :  
 Pin number . . . . . : 1634  
 Application desc . . . . . :

Press Enter to continue.

F3=Exit F5=Land inq F7=Appl names F8=Tracking inq F9=Bond inquiry F10=Fees  
 F11=Receipts F12=Cancel F13=Val calcs F14=Misc info F24=More keys

CITY OF PUNTA GORDA, FLORIDA  
REGULAR CITY COUNCIL MEETING MINUTES  
December 7, 1994 9:00 a.m.

**COUNCILMEMBERS PRESENT:** Harrington, Hindman, Richards, Johnston, Lazzell

**CITY OFFICIALS PRESENT:** Willard Beck, Finance; Bob Johns, Dan Douglas Planning and Zoning; Steve Lampert, Shirley Hummer, Public Works; Dick Van Amburg, Building; Ed Keeler, Bob Naylor Fire; Ralph Shoup, Police; Sherri Brusco, City Mgr.'s Secretary; Ross Furry, Purchasing City Attorney Rooney, Acting City Manager Roadman, City Clerk Diomedes

**OTHERS:** Wayne Worrell, Bob Carpenter, Phyllis Smith, Jean Martensen, Ed Viola, Ken Kimball, Aubrey Stadtler, Bill Gorvine, Bruce Thompson.

The Mayor called the Meeting to Order. Invocation was given by Father Vincent Scotto, Church of the Good Shepherd, followed by Pledge of Allegiance.

**PROCLAMATIONS/PRESENTATIONS**

Twenty Years' Service Award:

Mayor Lazzell presented the award to Mr. Thomas Mason of the Fire Department, and congratulated him on his years of service.

\*\* City Council then Recessed and convened as the Community Redevelopment Agency (See Corresponding Minutes)

**PUBLIC HEARINGS**

**Amendment to Chapter 9A of the City Code Ordinance to reflect Code Enforcement changes 2nd Reading:**

City Attorney stated the ordinance has been discussed on the first reading at the previous meeting. This is a proposed second reading.

Mayor Lazzell stated the central aspect of the ordinance is that the City Council may make reasonable "repairs", and charge the violator with the cost of the "repairs".

Mayor Lazzell called for any member of the public to speak.

No one came forward.

Councilmember Harrington **MOVED** the Public Hearing be closed, **SECONDED** by Councilmember Hindman.

**MOTION UNANIMOUSLY CARRIED.**

Councilmember Harrington **MOVED** the ordinance be read by title only on second reading, **SECONDED** by Councilmember Hindman.

**MOTION UNANIMOUSLY CARRIED.**

City Attorney read the ordinance by title only on second reading.

**Recommended Action:** Staff recommends approval.

**ITEM B-2:**

Acting City Manager stated this is to sign off on a permit to allow the contractor for the college to jack and bore under I-75.

Councilmember Harrington **MOVED** approval, **SECONDED** by Councilmember Hindman.

**MOTION UNANIMOUSLY CARRIED.**

3. Agreement with the Florida Department of Environmental Protection and Charlotte County for the reimbursement of \$45,000 for Elizabeth Park and Bass Inlet Jetty improvements.

**Recommended Action:** Staff recommends approval. Funds allocated in Accounts #301-3001-549-63-81 and #301-3004-572-63-32

**NEW BUSINESS**

**Permit application from Keesling Construction Inc. to install a dock at the Punta Gorda Boat Club.**

Mr. Lampert stated the request is for an "L" shaped concrete dock to be in the Punta Gorda Boat Club basin. Per the lease agreement between the City and the Boat Club, any improvements by the lessee are subject to approval by the City. He stated City staff recommends approval.

Commodore Ron Morris, representative for the Boat Club came forward.

Councilmember Harrington asked if the Boat Club planned to expand the dockage.

Commodore Morris stated they feel that it would not be cost effective for their needs to dredge and maintain the full basin and channel. He stated they have no future requirements with regard to utilizing the basin further than this request for a dingy dock. Discussion ensued with regard to the needs for dockage and the tides and wind direction.

Councilmember Richards **MOVED** approval, **SECONDED** by Councilmember Harrington.

Mayor Lazzell brought up several points for the record. He stated there is a uniqueness to the area. It is a basin, even though it gets turbulent, there is a certain amount of protection. It certainly has an upland use, and there is a complete interface with upland use because the purpose of the Boat Club is to promote boating and water oriented activities. The basin provides a degree of protection not normally found along the Charlotte Harbor shoreline. Also, no other boat moorings are in the general area. In case there were a big storm to occur that would destroy any boats that may have to be there, other boats and other property would be too far away to be affected. It would certainly not obscure the view of the harbor because this is one of the things Council has stated all

along, to maintain a beautiful view of the harbor from the shoreline.

**MOTION UNANIMOUSLY CARRIED.**

**SCA-07-94 Request to hold a Boat Show event located at Laishley Park from March 17 - 19, 1995 by Kokomon's.**

Mr. Douglas stated Mr. John Maynard, applicant, has requested the item be withdrawn. He stated the applicant became aware of another event that may overshadow this event and therefore does not want to pursue it at this time.

Mayor Lazzell stated unless there was an objection, it is so withdrawn.

There were no objections.

Councilmember Johnston asked if Mr. Maynard will be coming back with an amended request.

Mr. Douglas answered it is his understanding that at this point he does not have any specific plans.

**SCA-08-94 Request to hold a Downtown Art Fest event located on Taylor Street between W. Marion Avenue and W. Virginia Avenue from March 25 - 26, 1995 by the Punta Gorda Business Alliance.**

Mr. Johns stated this request by the Punta Gorda Business Alliance is to basically to close off the sections of Taylor Street between West Marion Avenue and West Virginia Avenue on the dates provided. The goal is to have a high-class downtown art festival. The closing of the streets on Saturday and Sunday does not seem to be a problem, since most of the downtown business activity is greatly diminished on Saturday and Sunday. He stated the Development Review Committee recommends approval. The request will have to return to the DRC sometime in February as the organizers have a better idea of what they are going to do.

Mr. Bob Carpenter, Executive Director of the Punta Gorda Business Alliance, stated this is for a quality art show. He stated parking does not include the Punta Gorda Mall.

Councilmember Johnston **MOVED** approval, **SECONDED** by Councilmember Harrington.

**MOTION UNANIMOUSLY CARRIED.**

**SCA-09-94 Request to hold a Hot Air Balloon Appearance at the corner of Maud Street and W. Marion Avenue on December 18, 1994 by Re/Max Harbor Realty.**

Mr. Douglas reviewed the location of the request. He stated this was reviewed by DRC. They initially considered it like an off premise advertisement device which is prohibited by the city code without a special exception granted by the City Council. He read the memorandum he wrote to the Acting City Manager of December 5, 1994 into the record. The memorandum stated the hot air balloon event was amended to provide rides, with



Councilmember Johnston **MOVED** approval, **SECONDED** by Councilmember Richards.  
**VOTING AYE:** Hindman, Harrington, Johnston, Richards, Lazzell.  
**MOTION UNANIMOUSLY CARRIED.**

CITY CLERK

Approval of Minutes:

Regular City Council Meeting -November 16, 1994

Special City Council Meeting -November 22, 1994

Special City Council Meeting -December 1, 1994

Mayor Lazzell stated an Interoffice memo was distributed by the City Clerk which changed the word "abridging" to "breaking" in the Minutes of December 1, 1994.

Mayor Lazzell pulled items B-1 and B-2 for informational purposes.

Councilmember Harrington **MOVED** approval of remainder of the Consent Agenda, **SECONDED** by Councilmember Johnston.

**MOTION UNANIMOUSLY CARRIED.**

**B. PUBLIC WORKS**

1. Agreement with the Florida Department of Transportation for the City to abandon a water line located at the crossing of Airport Road and Interstate 75; and to permit a new 12" water line be installed by a contractor for the new Edison College Campus.

**Recommended Action:** Staff recommends approval.

**ITEM B-1:**

Acting City Manager stated this is a proposed agreement between the City and the Department of Transportation that allows the City to abandon a six inch water line that was placed in 1979. This will allow for a new water line for Edison Community College.

Mayor Lazzell asked if the old pipe was asbestos.

Mr. Lampert, Acting Public Works Director stated the old line was cast iron. He then reviewed the location of the line.

General discussion ensued regarding the direction of the water and the depth of the line.

In answer to a question posed by Councilmember Richards, Mr. Lampert stated there will be no cost to the City.

Councilmember Harrington **MOVED** approval of item B-1, **SECONDED** by Councilmember Richards.

**MOTION UNANIMOUSLY CARRIED.**

2. Florida Department of Transportation Utility Permit Application submitted by Edison Community College to permit a jack and bore for the new 12" waterline to be constructed on Airport Road.



# Department of Environmental Protection

Lawton Chiles  
Governor

South District  
2295 Victoria Avenue, Suite 364  
Fort Myers, Florida 33901

Virginia B. Wetherell  
Secretary

## NOTICE OF PERMIT ISSUANCE

CERTIFIED MAIL Z 026 389 138  
RETURN RECEIPT REQUESTED

In the Matter of an Application  
for a Permit by:

Punta Gorda Boat Club  
c/o Albert E. Risebrow  
3430 St. Croix Court  
Punta Gorda, FL 33950

Charlotte County - ERP  
DEP File No. 082572725

Enclosed is Permit Number 082572725 to construct a dock issued pursuant to Section(s) 373 and 403.087, Florida Statutes (F.S.). Your Attention is directed to Specific Condition numbers 1 through 9 on pages 5 through 7 of the permit.

A person whose substantial interests are affected by the Department's permitting decision (action) may petition for an administrative proceeding (hearing) in accordance with Section 120.57, F.S. The petition must contain the information set forth below and must be filed (received) in the Office of General Counsel of the Department at 2600 Blair Stone Road, Tallahassee, Florida 32399-2400, within fourteen (14) days of receipt of this Notice of Permit Issuance. Petitioners shall mail a copy of the petition to the Applicant at the address indicated above at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right such person may have to request an administrative determination (hearing) under Section 120.57, F.S.

The petition shall contain the following information:

(a) The name, address, and telephone number of each Petitioner, the Applicant's name and address, the Department Permit File Number and the county in which the project is proposed;

*"Protect, Conserve and Manage Florida's Environment and Natural Resources"*

*Printed on recycled paper.*

- (b) A statement of how and when each Petitioner received notice of the Department's action or proposed action;
- (c) A statement of how each Petitioner's substantial interests are affected by the Department's action or proposed action;
- (d) A statement of the material facts disputed by Petitioner, if any;
- (e) A statement of facts which Petitioner contends warrant reversal or modification of the Department's action or proposed action;
- (f) A statement of which rules or statutes Petitioner contends require reversal or modification of the Department's action or proposed action; and
- (g) A statement of the relief sought by Petitioner, stating precisely the action Petitioner wants the Department to take with respect to the Department's action or proposed action.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Notice of Permit Issuance. Persons whose substantial interests will be affected by any decision of the Department with regard to the application have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within fourteen (14) days of receipt of this Notice of Permit Issuance in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Section 120.57, F.S., and to participate as a party to the proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-5.207, F.A.C.

This action is final and effective on the date this Notice of Permit Issuance is filed with the clerk of the Department unless a petition for hearing is filed in accordance with the above paragraphs or unless a request for an extension of time in which to file a petition is filed within the time specified for filing a petition or a request for an extension of time. Upon timely filing of a petition or a request for an extension of time this Notice of Permit Issuance will not be effective until further Order of the Department.

When the Order (permit) is final, any party to the Order has the right to seek judicial review of the Order pursuant to Section 120.68, F.S., by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate procedure,

with the clerk of the Department in the Office of General Counsel, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within thirty (30) days from the date the Order is filed with the clerk of the Department.

Executed in Fort Myers, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



Peter J. Ware  
Director of  
District Management  
South Florida District


PJW/JF/ml

Copies furnished to:  
Charlotte County Property Appraiser  
United States Army Corps of Engineers, Miami  
Mark Miller, DEP, Fort Myers

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT and all copies were mailed before the close of business on 11-15-94 to the listed persons.

Clerk Stamp  
FILING AND ACKNOWLEDGMENT  
FILED, on this date,  
pursuant to §120.52(9), F.S.,  
with the designated Department  
Clerk, receipt of which is  
hereby acknowledged.

  
\_\_\_\_\_  
(Clerk)

11-15-94  
\_\_\_\_\_  
(Date)



# Department of Environmental Protection

Lawton Chiles  
Governor

South District  
2295 Victoria Avenue, Suite 364  
Fort Myers, Florida 33901

Virginia B. Wetherell  
Secretary

PERMITTEE: Punta Gorda Boat Club  
c/o Albert E. Risebrow  
3430 St. Croix Court  
Punta Gorda, FL 33950

PERMIT/CERTIFICATION  
No. 082572725

DATE OF ISSUE:  
November 10, 1994  
EXPIRATION DATE:  
November 10, 1999  
COUNTY: Charlotte  
LATITUDE/LONGITUDE:  
26° 55' 50" N  
82° 03' 56" W  
SECTION/TOWNSHIP/RANGE:  
01 / 41 S / 22 E  
PROJECT: Dock

This permit is issued under the provisions of Chapters 373 and 403, Florida Statutes (F.S.), Public Law (PL) 92-500, and Florida Administrative Code (F.A.C.) Rule(s) 62-4, 62-301, 62-302, and 62-312. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawings, plans, and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

Construct a 304 square foot concrete dock, including a 7' by 30' platform, a 7' by 10' access ramp, and a 3' by 8' set of stairs, within an artificial basin (Class III Waters) connected to Charlotte Harbor (Class III OFW), a natural waterbody in Charlotte County.

Page 1 of 7

*"Protect, Conserve and Manage Florida's Environment and Natural Resources"*

*Printed on recycled paper.*

PERMITTEE: Punta Gorda Boat Club  
c/o Albert E. Risebrow  
3430 St. Croix Court  
Punta Gorda, FL 33950

PERMIT/CERTIFICATION  
No. 082572725  
DATE OF ISSUE:  
November 10, 1994  
EXPIRATION DATE:  
November 10, 1999

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations, and restrictions set forth herein are "Permit Conditions" and as such are binding upon the permittee and enforceable pursuant to the authority of Chapter 373, F.S., and Sections 403.161, 403.727, or 403.859 through 403.861, F.S. The permittee is hereby placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of the "Permit Conditions" by the permittee, its agents, employees, servants or representatives.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in Chapter 373, F.S., and in Subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Nor does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations. This permit does not constitute a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in the permit.
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the state. Only the Trustees of the Internal Improvement Trust Fund may express state opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, plant or aquatic life or property and penalties therefore caused by the construction or operation of this permitted source, nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.

PERMITTEE: Punta Gorda Boat Club  
c/o Albert E. Risebrow  
3430 St. Croix Court  
Punta Gorda, FL 33950

PERMIT/CERTIFICATION  
No. 082572725  
DATE OF ISSUE:  
November 10, 1994  
EXPIRATION DATE:  
November 10, 1999

GENERAL CONDITIONS:

6. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed or used by the permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

- a. Having access to and copying any records that must be kept under the condition of the permit;
- b. Inspecting the facility, equipment, practices, or operations regulated or required under this permit; and
- c. Sampling or monitoring any substances or parameters at any location reasonable necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with, or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately notify and provide the Department with the following information:

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

The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, which are submitted to the Department, may be used by the Department as evidence in any enforcement case.

PERMITTEE: Punta Gorda Boat Club  
c/o Albert E. Risebrow  
3430 St. Croix Court  
Punta Gorda, FL 33950

PERMIT/CERTIFICATION  
No. 082572725  
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EXPIRATION DATE:  
November 10, 1999

GENERAL CONDITIONS:

arising under the Florida Statutes or Department rules, except where such use is prescribed by Chapter 373, F.S., and Sections 403.73 and 403.111, F.S.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance, provided however, the permittee does not waive any other rights granted by Florida Statutes or Department rules.

11. This permit is transferable only upon Department approval in accordance with F.A.C. Rules 62-4.12 and 62-30.30, as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

12. This permit is required to be kept at the work site of the permitted activity during the entire period of construction or operation.

13. This permit also constitutes:

- Determination of Best Available Control Technology (BACT)
- Determination of Prevention of Significant Deterioration (PSD)
- Certification of Compliance with State Water Quality Standards (Chapters 373 and 403, F.S., and PL 92-500)
- Compliance with New Source Performance Standards

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

a. Upon request, the permittee shall furnish all records and plans required under Department rules. The retention period for all records will be extended automatically, unless otherwise stipulated by the Department, during the course of any unresolved enforcement action.

b. The permittee shall retain at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation), copies of all records required by this permit, and records of all data used to complete the application for this permit. The time records of all data used to complete the application for this permit. The time period of retention shall



PERMITTEE: Punta Gorda Boat Club  
c/o Albert E. Risebrow  
3430 St. Croix Court  
Punta Gorda, FL 33950

PERMIT/CERTIFICATION  
No. 082572725  
DATE OF ISSUE:  
November 10, 1994  
EXPIRATION DATE:  
November 10, 1999

SPECIFIC CONDITIONS:

3. The Fort Myers Department of Environmental Protection office shall be notified in writing 48 hours prior to commencement of work.
4. Turbidity screens shall be utilized and properly maintained during the permitted construction and shall remain in place until any generated turbidity subsides.
5. This dock is for the temporary mooring of boats attending functions at the permittee's clubhouse. No overnight mooring, liveaboard vessels, fish cleaning tables, fuel facilities or storage, water or electrical service, or use of the dock at any time by a vessel of greater than 12" draft (measured to the vessel's lowest point, including a motor lower unit when fully lowered) shall be allowed without modification of this permit. A permanent sign stating this condition shall be installed on the dock within 14 days of dock completion and prior to the use of the facility.
6. The dock and pilings shall be constructed of concrete, as shown in the permit drawings.
7. The permittee shall comply with the manatee protection construction conditions in Attachment I, and shall additionally install a permanent "Caution Manatee Area" sign on the dock prior to the use of the facility. The sign may be placed off the dock in a location where the sign can be easily seen by boaters using the dock. This location shall be approved by the Department prior to installation.
8. The permittee shall install a barrier to access along two sides of the dock as shown on the permit drawings. This barrier shall consist of a handrail or a double row of chain at the permittee's discretion. In addition a "no mooring" sign shall be permanently placed on the dock at the east end and the north side. Stenciling "no mooring" with highly visible paint shall satisfy this condition if the sign is maintained.

PERMITTEE: Punta Gorda Boat Club  
c/o Albert E. Risebrow  
3430 St. Croix Court  
Punta Gorda, FL 33950

PERMIT/CERTIFICATION  
No. 082572725  
DATE OF ISSUE:  
November 10, 1994  
EXPIRATION DATE:  
November 10, 1999

SPECIFIC CONDITIONS:


9. The project shall comply with applicable State Water Quality Standards, namely:

- 62-302.500 - Minimum Criteria for All Waters at All Times and All Places
- 62-302.510 - Surface Waters: General Criteria.
- 62-302.560 - Criteria - Class III Waters - Recreation, Propagation and Management of Fish and Wildlife: Surface Waters.

Note: In the event of an emergency, the permittee shall contact the Department by calling (904) 413-9911. During normal business hours, the permittee shall call (813) 332-6975.

Issued this 10th day of November, 1994

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

  
Peter J. Ware  
Director of  
District Management  
South Florida District

PJW/JF/ml

5 Pages Attached

cc: Mark Miller, DEP, Fort Myers  
Charlotte Co. Property Appraiser  
United States Army Corps of Engineers, Miami



DEPARTMENT OF THE ARMY  
MIAMI FIELD OFFICE, 11420 N. KENDALL DRIVE, SUITE 104  
MIAMI, FLORIDA 33178

REPLY TO  
ATTENTION OF

NOV 03 1994

Regulatory Division  
Miami Field Office  
199404880 (LP-MD)

Punta Gorda Boat Club  
c/o Albert E. Risebrow  
3430 St. Croix Court  
Punta Gorda, Florida 33950

Dear Applicant:

This is in reference to your request for a permit for work performed in or affecting navigable waters of the United States. Upon recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U.S.C. Section 403) and/or Section 404 of the Clean Water Act, you are authorized to install a 280 square foot (7X30 + 7X10) free standing concrete dock with a 24 square foot set of stairs within the Punta Gorda Boat Basin at 802 West Retta Esplanade, Punta Gorda in Section 1, Township 41 South, Range 22 East, Charlotte County, Florida; completed in accordance with and conditions which are incorporated in, and made a part of, the permit including Standard Manatee Conditions. WE HAVE NO EVIDENCE THAT A STATE PERMIT HAS BEEN ISSUED FOR THE WORK, AND NO WORK MAY BEGIN UNTIL THEIR REQUIREMENTS ARE MET.

Enclosed is a Notice of Authorization which should be displayed at the construction site. When you begin work, you must notify the District Engineer's representative, at the appropriate Area Office shown on the enclosed map, of:

- a. The date of commencement of work;
- b. The dates of work suspensions and resumptions if work is suspended over a week; and;
- c. The date of final completion.

If the work authorized is not completed on or before authorization, if not previously revoked or specifically extended, shall cease and be null and void.

NOV 03 1994

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

*Charles A. Schnepel*

TERRY L. RICE  
Colonel, U.S. Army  
District Engineer

SPECIAL CONDITIONS FOR THE PROTECTION  
OF THE MANATEE

a. That the permittee agrees that the contractor will instruct all personnel associated with the construction of the project about the presence of manatees in the area and the need to avoid collisions with manatees.

b. That the permittee agrees that all vessels associated with the project shall operate at "no-wake" speeds at all times while in shallow waters or channels where the draft of the boat provides less than 3-foot clearance from the bottom.

c. That the permittee agrees that vessels transporting personnel between the landing and the work site shall follow routes of deep water to the extent possible.

d. That the permittee agrees that all personnel should be advised that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Endangered Species Act of 1973, as amended, and the Marine Mammal Protection Act of 1972.

e. That the permittee agrees that the contractor shall be held responsible for any manatees harmed, harassed, or killed as a result of the construction of the project.

f. That the permittee agrees that the contractor shall keep a log detailing all sightings, collisions, damage, or killing of manatees which have occurred during the contract period.

g. That the permittee agrees that any collision with a manatee resulting in death or injury to the animal shall be reported immediately to the Chief, Environmental Resources Branch (Jacksonville District) and the U.S. Fish and Wildlife Service, Endangered Species Field Station, 2747 Art Museum Drive, Jacksonville, Florida 32207.

h. That the permittee agrees that following project completion, a report summarizing the above incidents shall be submitted to the Chief, Environmental Resources Branch (Jacksonville District) and the U.S. Fish and Wildlife Service (Jacksonville Area Office).

SAJRD  
GENERAL PERMIT

g. That the permittee shall maintain the structure or work authorized herein in good condition and in accordance with the plans and drawings that are approved.

h. That this permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations, nor does it obviate the requirement to obtain State or local assent required by law for the activity authorized herein.

i. That this permit does not authorize the interference with any existing or proposed Federal project and that the permittee shall not be entitled to compensation for damage or injury to the structures or work authorized herein which may be caused by or result from existing or future operations undertaken by the United States in the public interest.

j. That this permit may be either modified, suspended, or revoked in whole or in part if the Secretary of the Army or his authorized representative determines that there has been a violation of any of the terms or conditions of this permit or that such action would otherwise be in the public interest.

k. That in issuing approval to perform work under this permit the Government has relied on the information and data which the permittee has provided in connection with his application. If, subsequent to the issuance of approval, such information and data prove to be false, incomplete, or inaccurate, this permit may be modified, suspended, or revoked, in whole or in part and/or the Government may, in addition, institute appropriate legal proceedings.

l. That any modification, suspension, or revocation of this permit shall not be the basis for any claim for damages against the United States.

m. That no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized by this permit.

n. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

o. That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require authorization by the Congress or other agencies of the Federal Government.

SAJRD  
GENERAL PERMIT

GENERAL CONDITIONS

- a. That all activities identified and authorized herein shall be consistent with the terms and conditions of this permit; and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit which may result in the modification, suspension or revocation of this permit, in whole or in part, as set forth more specifically in General Condition j hereto, and in the institution of such legal proceedings as the United States Government may consider appropriate, whether or not this permit has been previously modified, suspended, or revoked in whole or in part.
- b. That all activities authorized herein shall, if they involve a discharge or deposit into navigable waters or ocean waters, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, and pretreatment standards established pursuant to Sections 301, 302, 306, and 307 of the Federal Water Pollution Control Act of 1972 (P.L. 92-500; 86 Stat. 816), or pursuant to applicable State and local law.
- c. That when the activity authorized herein involves a discharge or deposit of dredged or fill material into navigable waters, the authorized activity shall, if applicable water quality standards are revised or modified during the term of this permit, be modified if necessary, to conform with such revised or modified water quality standards within 6 months of the effective date of any revision or modification of water quality standards, or as directed by an implementation plan contained in such revised or modified standards, or within such longer period of time as the District Engineer, in consultation with the Regional Administrator of the Environmental Protection Agency, may determine to be reasonable under the circumstances.
- d. That the permittee agrees to make every reasonable effort to prosecute the construction or work authorized herein in a manner so as to minimize any adverse impact of the construction or work on fish, wildlife, and natural environmental values.
- e. That the permittee(s) agree to prosecute the construction or work authorized herein in a manner so as to minimize any degradation of water quality.
- f. That the permittee shall permit the District Engineer or his authorized representative(s) or designee(s) to make periodic inspections at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.

Incl 1

SAJRD  
GENERAL PERMIT

g. That the permittee shall maintain the structure or work authorized herein in good condition and in accordance with the plans and drawings that are approved.

h. That this permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations, nor does it obviate the requirement to obtain State or local assent required by law for the activity authorized herein.

i. That this permit does not authorize the interference with any existing or proposed Federal project and that the permittee shall not be entitled to compensation for damage or injury to the structures or work authorized herein which may be caused by or result from existing or future operations undertaken by the United States in the public interest.

j. That this permit may be either modified, suspended, or revoked in whole or in part if the Secretary of the Army or his authorized representative determines that there has been a violation of any of the terms or conditions of this permit or that such action would otherwise be in the public interest.

k. That in issuing approval to perform work under this permit the Government has relied on the information and data which the permittee has provided in connection with his application. If, subsequent to the issuance of approval, such information and data prove to be false, incomplete, or inaccurate, this permit may be modified, suspended, or revoked, in whole or in part and/or the Government may, in addition, institute appropriate legal proceedings.

l. That any modification, suspension, or revocation of this permit shall not be the basis for any claim for damages against the United States.

m. That no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized by this permit.

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o. That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require authorization by the Congress or other agencies of the Federal Government.

SAJRD  
GENERAL PERMIT

p. That if and when the permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the permittee is transferring his interests herein to a third party pursuant to General Conditions hereof, he must restore the area to a condition satisfactory to the District Engineer.

q. That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.

r. That there shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.

s. That authorization under this permit may not be transferred to a third party without prior written notice to the District Engineer by the transferee's written agreement to comply with all terms and conditions of this permit. In addition, if the permittee transfers the interests authorized herein by conveyance of realty, the deed shall reference this permit and the terms and conditions specified herein and this permit shall be recorded along with the deed with the Registrar of Deeds or other appropriate official if law permits.

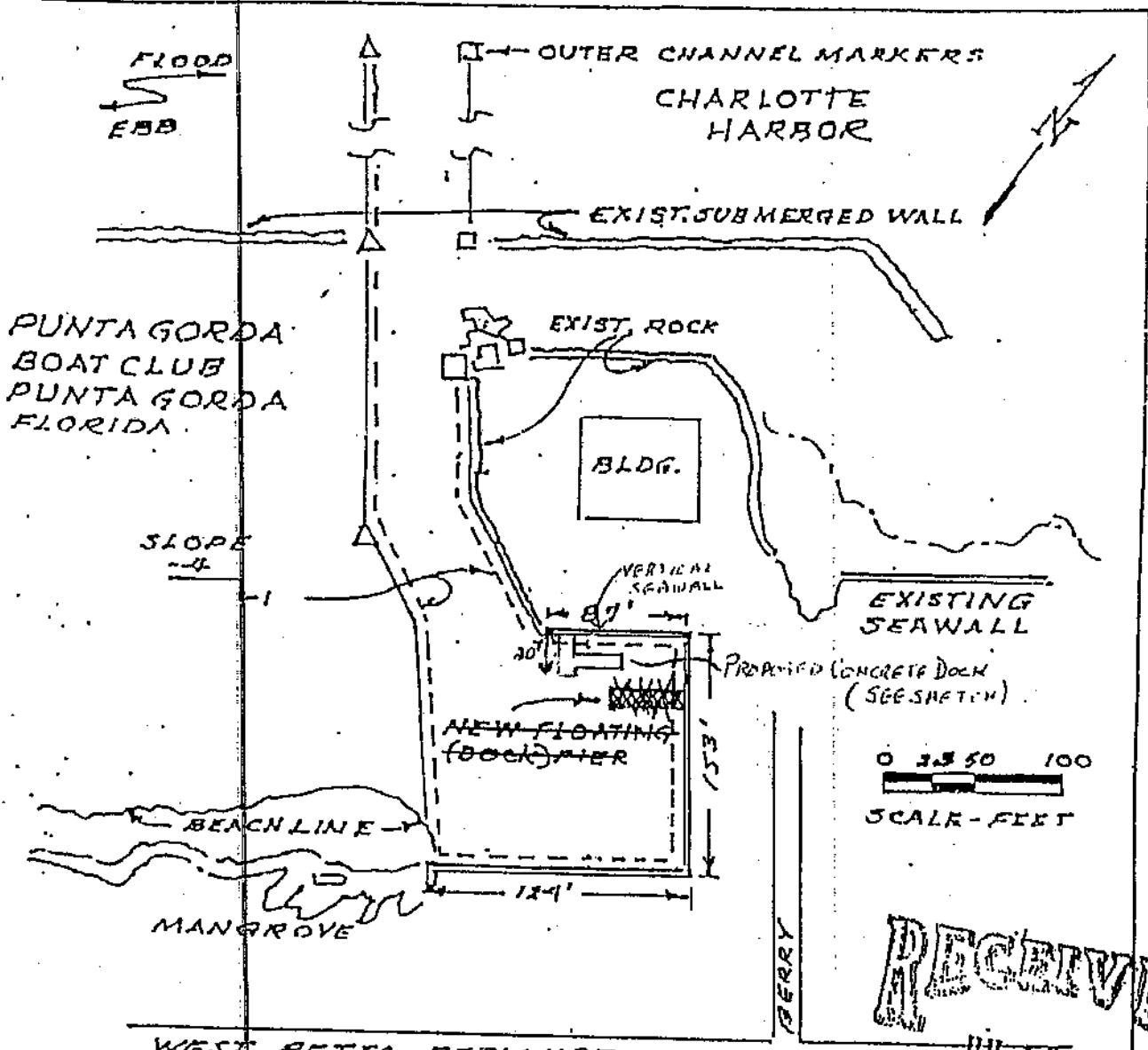
t. The term "permittee" means the party or parties authorized by the District Engineer to accomplish work under this general permit.



RECEIVED  
SEP 08 1994

DRAWING SHEET

D.E.P. SOUTH DISTRICT



RECEIVED  
JUL 10 1989

WEST RETTA ISLANDE

PURPOSE: DOCKAGE OF SMALL WATERCRAFT

DATE: SOUNDINGS IN FEET NOS CHART 11926 4-2-88  
MHHW 1.9 MHW 1.5 MSL 0.3 LLW -2.5

Adjacent Property Owners:

1. CITY OF PUNTA GORDA  
322 W. MARION AVE 33950
2. BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, DNR STATE LAND, 3900 COMMONWEALTH BLVD. TALLAHASSEE, FL. 32399-3000

IN PUNTA GORDA  
LOWER PEACE RIVER  
AT CHARLOTTE HARBOR, SEC. 1  
TOWNSHIP 41 SOUTH, RANGE 22 E  
COUNTY OF CHARLOTTE STATE, FL.

APPLICATION BY: PUNTA GORDA BOAT CLUB

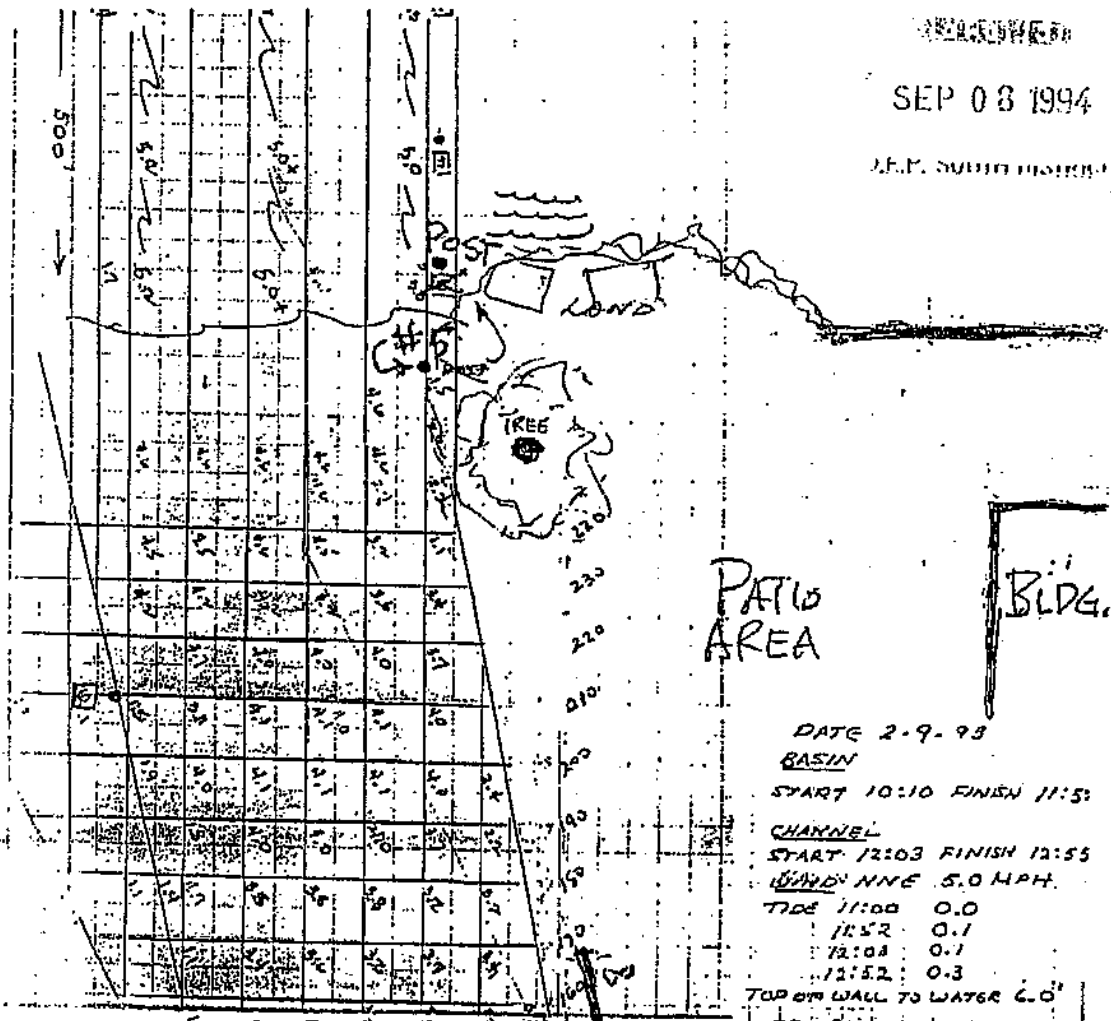
SHEET 4 OF 5 DATE

D E R  
SOUTH FLORIDA DISTRICT

RECEIVED

SEP 03 1994

A.E.P. SOUTH DISTRICT



PATIO AREA

BLDG.

DATE 2-9-93  
 BASIN  
 START 10:10 FINISH 11:50  
 CHANNEL  
 START 12:03 FINISH 12:55  
 WINDY NINE 5.0 MPH.  
 TIDE 11:00 0.0  
 11:52 0.1  
 12:04 0.1  
 12:52 0.3  
 TOP OF WALL TO WATER 6.0'

263  
1967

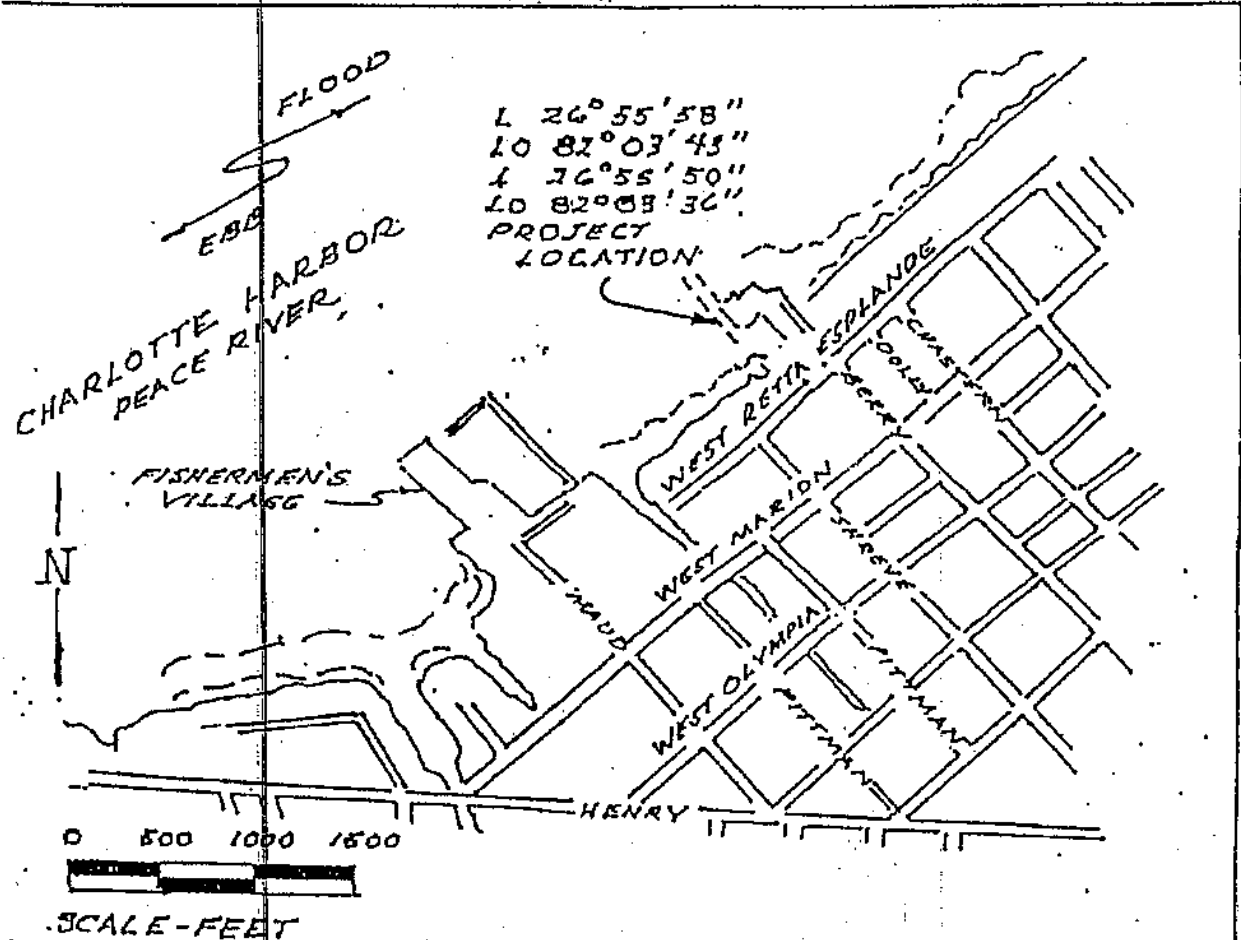
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02	05	04	03	02	01
01	05	04	03	02	01

121 121 121 121 121

REVISED  
 SEP 08 1994

DRAWING SHEET

D.E.R. SOUTH DISTRICT



L 26°55'58"  
 LO 82°03'43"  
 L 26°55'50"  
 LO 82°03'36"  
 PROJECT  
 LOCATION

LOCATION MAP  
 CITY OF  
 PUNTA GORDA

ACCESS FOR COAST GUARD AUX. RESCUE UNIT  
 AND PUNTA GORDA BOAT CLUB PERSONNEL

**RECEIVED**  
 JUL 10 1989  
 D E R  
 SOUTH FLORIDA DISTRICT

PURPOSE:

DATE: SOUNDINGS IN FEET NOS CHART 11426 4-2-88  
 MHW 1.9 MHW 1.5 MLW 0.5 ELW -2.5

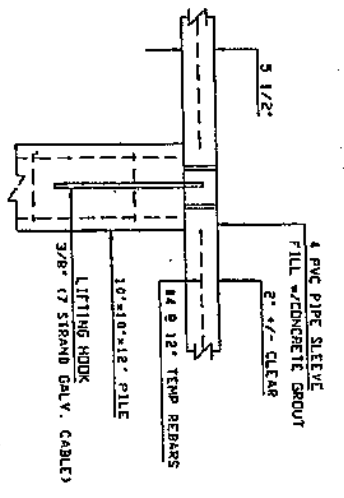
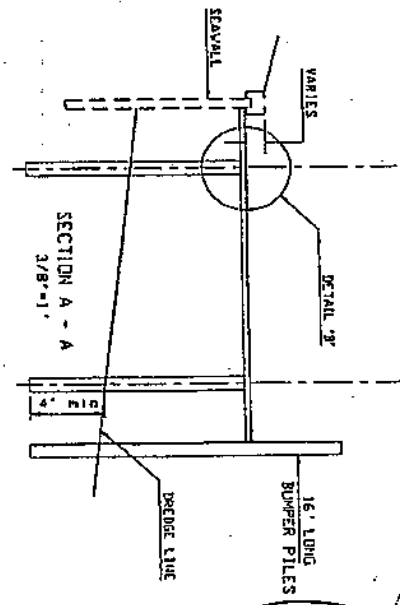
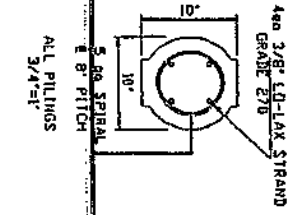
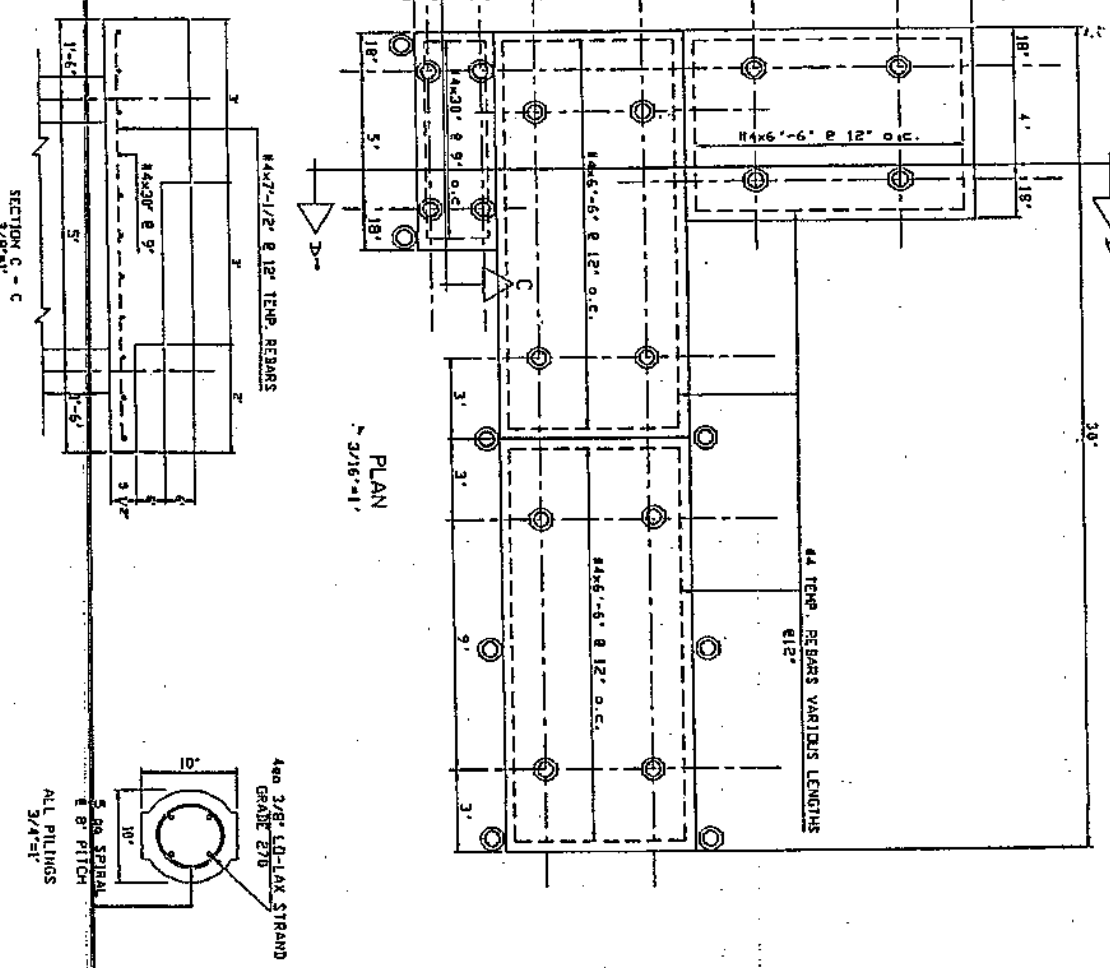
Adjacent Property Owners:  
 CITY OF PUNTA GORDA  
 326 W. MARION AVE 33950  
 BOARD OF TRUSTEES OF THE INTERNAL  
 IMPROVEMENT TRUST FUND, DNR STATE  
 LAND, 3900 COMMONWEALTH BLVD.,  
 TALLAHASSEE, FL 32399-3000

IN PUNTA GORDA  
 LOWER PEACE RIVER,  
 CHARLOTTE HARBOR, SEC. 1,  
 TOWNSHIP 41 SOUTH, RANGE 22 E  
 COUNTY OF CHARLOTTE STATE FL

APPLICATION BY: PUNTA  
 GORDA BOAT CLUB  
 SHEET 1 OF 5 GATE

ocm 17-1.203(1) Effective November 30, 1982

SLIP 08 1994



1. Structure designed for 10 ton live load per 100 sq. ft. on the deck. Concrete cap steel.

2. Concrete cap shall be reinforced with #4 #2-1/2" rebar at 12" o.c. in all directions. The concrete cap shall be reinforced with #4 #2-1/2" rebar at 12" o.c. in all directions. The concrete cap shall be reinforced with #4 #2-1/2" rebar at 12" o.c. in all directions.

3. Concrete cap shall be reinforced with #4 #2-1/2" rebar at 12" o.c. in all directions. The concrete cap shall be reinforced with #4 #2-1/2" rebar at 12" o.c. in all directions. The concrete cap shall be reinforced with #4 #2-1/2" rebar at 12" o.c. in all directions.

4. Concrete cap shall be reinforced with #4 #2-1/2" rebar at 12" o.c. in all directions. The concrete cap shall be reinforced with #4 #2-1/2" rebar at 12" o.c. in all directions. The concrete cap shall be reinforced with #4 #2-1/2" rebar at 12" o.c. in all directions.

5. Concrete cap shall be reinforced with #4 #2-1/2" rebar at 12" o.c. in all directions. The concrete cap shall be reinforced with #4 #2-1/2" rebar at 12" o.c. in all directions. The concrete cap shall be reinforced with #4 #2-1/2" rebar at 12" o.c. in all directions.

*J. JOSEPHS*

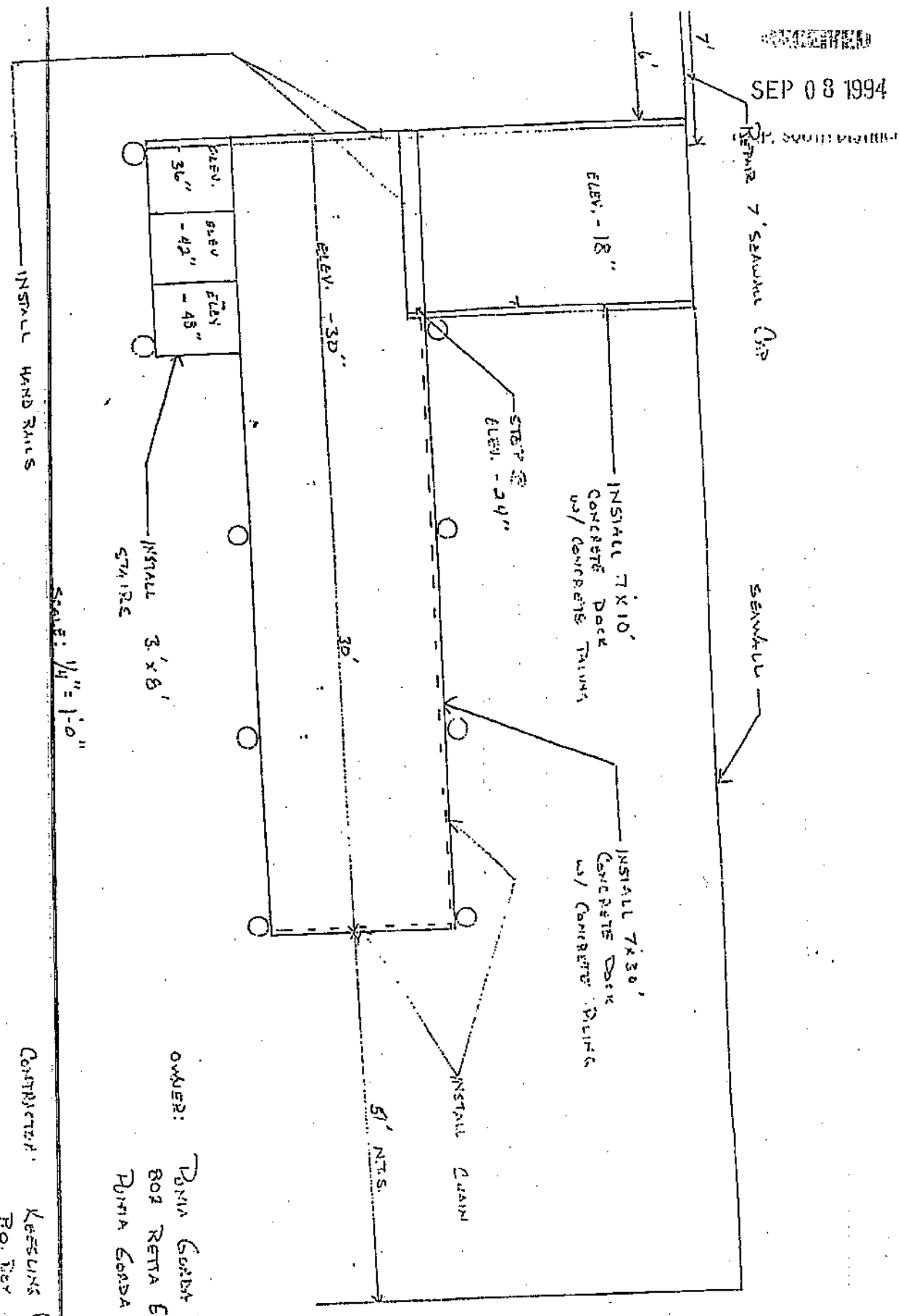
9/2/94

JAMES JOSEPHS & ASSOCIATES  
CONSULTING ENGINEER  
CIVIL  
STRUCTURAL

KEESLING CONST. INC.  
615 DU PONT ST., PUNTA GORDA FL.  
(813) 639 3166

6/28/94

REVISIONS  
SEP 08 1994



INSTALL HAND RAILS

SCALE: 1/4" = 1'-0"

INSTALL 3' x 8' STAIRS

ELEV. - 3D"

STEP 3  
ELEV. - 24"

INSTALL 7' x 10' CONCRETE Deck w/ CONCRETE TRIMMS

INSTALL 7' x 30' CONCRETE Deck w/ CONCRETE TRIMMS

INSTALL QUAIN

5' NTS.

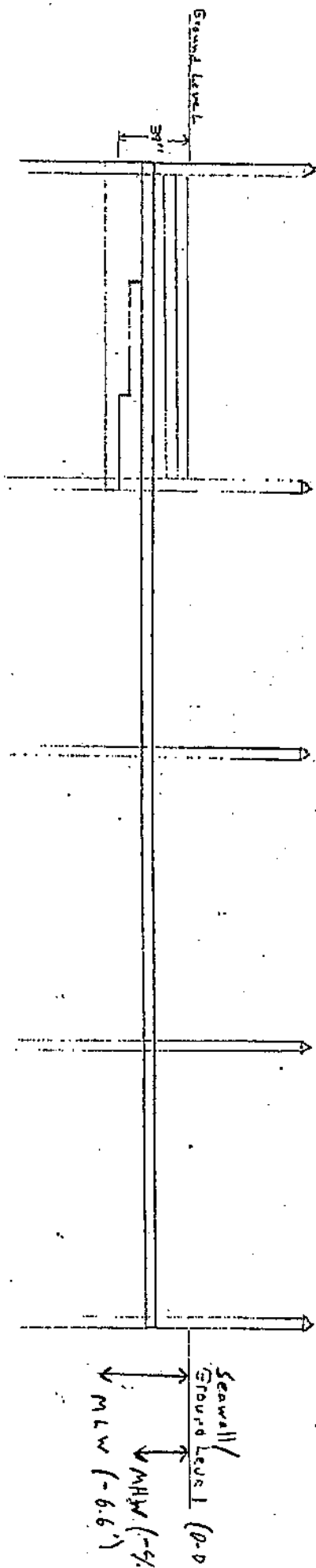
OWNER: BINA GORBA SENI (MR)  
BOZ RETTA ESPANDE  
PUNIA GORBA

CONTRACTOR: KESLINS CONSTRUCTION  
PO. Box 1165  
PUNIA GORBA

1500000000

SEP 08 1994

U.S. DISTRICT COURT



1500000000

Agmt. file



City of **Punta Gorda**, Florida  
OFFICE OF THE CITY ATTORNEY

July 30, 2007

CITY HALL  
326 WEST MARION AVENUE  
PUNTA GORDA, FLORIDA 33950-4492

Robert Van Jones, Registered Agent  
Punta Gorda Boat Club, Inc.  
2131 El Cerito Court  
Punta Gorda, FL 33950

Re: Complaint Regarding "Boat Club Dock"

Dear Mr. Jones:

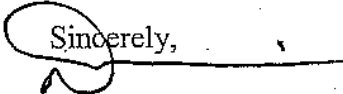
The undersigned is the City Attorney for the City of Punta Gorda. Recently a complaint by a citizen was received by one of our City Council-Members concerning the use of the boat dock adjacent to the property leased by the Punta Gorda Boat Club, Inc. That complaint was forwarded to me for investigation. I was also requested to review the history of the Punta Gorda Boat Club, Inc.'s lease with the City of Punta Gorda.

During the course of my investigation I reviewed a letter dated October 5, 2005 which I received from representatives of the Punta Gorda Boat Club, Inc. That letter, as well as other documents provided by your Club's representatives reflects State and Federal authorization for the construction of a "floating dock" to be constructed within the boat basin perpendicular to the seawall that is parallel to Berry Street.

As you know, there is no "floating dock" within the boat basin, but instead, there appears to be a fixed dock within the basin parallel to the seawall facing the front of the boat club building. It would greatly be appreciated if you would provide me with whatever documentation you have from State, Federal and local governments approving the subject dock in its present location.

You may also be aware the submerged lands within the boat basin are owned by the City of Punta Gorda. I could find no documentation within the City's files authorizing said dock to be constructed on City property. According to the Boundary Survey provided by the Punta Gorda Boat Club, the area leased by the Boat Club from the City excludes the lands within the boat basin. I would appreciate if you would provide whatever documentation the Punta Gorda Boat Club may have wherein the City Council authorized the Boat Club's use of the submerged lands within the boat basin for the construction of any boat dock.

Sincerely,

  
David M. Levin  
City Attorney

In Beautiful Charlotte County

SA

PUNTA GORDA BOAT CLUB  
P. O. BOX 1055  
PUNTA GORDA, FL 33950

722

83-89602  
870

April 30 1981

PAY TO THE ORDER OF

City of Punta Gorda

\$ 70.00

Party's Cash

DOLLARS

FOR Lease Club Prof - 70 yrs



PUNTA GORDA BOAT CLUB

12725723

George E. Larkin

TREASURER

R#0530

⑆000722⑆ ⑆067006966⑆ 09 292 4⑆

⑆0000004000⑆

INFORMATION NOTE

THE 40 YEAR LEASE STARTS

APR 30 1981. See Apr 22 '76 letter

4  
0-0-21



**NULLIFICATION OF INTER- ORGANIZATIONAL AGREEMENT DATED THE 7<sup>TH</sup> DAY OF FEBRUARY, 1979**

The Punta Gorda Boat Club and the Coast Guard Flotilla 98, as represented by Charlotte Harbor Inc., jointly recognize that the facilities, needs and activities of both organizations have changed significantly since the Inter-Organizational Agreement signed and dated the 7<sup>th</sup> day of February, 1979. Since that agreement is no longer adequate to serve the needs of neither the Flotilla nor the Boat Club, both organizations do hereby declare said agreement to be null and void and agree to vacate that agreement in its entirety.

Punta Gorda Boat Club

Coast Guard Auxiliary, Flotilla 98

*Michael Laird*  
Michael Laird  
Commodore  
November 7, 2003

*Harold Krug*  
Harold Krug  
Commander  
November 7, 2003



*Signed before me on Nov 7, 2003*

*Patrick M Riley*

*Witness Paul 2 W...*  
*Witness [Signature]*

INTER-ORGANIZATIONAL AGREEMENT

To further boating activities in Charlotte Harbor, the Punta Gorda Boat Club enters into agreement with the Punta Gorda Sailing Club and Charlotte Harbor Flotilla, Inc., (and its associate Flotilla Ninety Eight of U. S. Coast Guard Auxiliary) for mutual use of the Boat Club facilities by all three organizations.

The Punta Gorda City Council, as representing the owner of this property has approved in principle this proposal and requested the three organizations to draft a suitable agreement. This has been done as follows:

1. The Sailing Club and Flotilla 98 may hold monthly meetings in the Club Building free of charge but shall be responsible for custodial care following the meetings.
2. Additional use of the basin, grounds and building will be on an "as available" basis scheduled by the Boat Club Board of Directors to avoid conflicts. Such additional uses currently envisioned are:
  - a. meetings by the Sailing Club following races
  - b. classroom instruction by Flotilla 98
  - c. courtesy motor boat examinations, instruction in boat handling and search and rescue operations by Flotilla 98
  - d. occasional social events by both organizations.
3. For these additional uses of the facilities, both organizations will provide custodial care and will pay a service charge covering utilities, routine supplies, and maintenance commensurate with such uses.
4. Although the Boat Club will continue to be responsible for major items of maintenance, it is understood that each organization will be responsible for repair or replacement of any property damaged during use of the facilities by that organization.
5. The Sailing Club and Flotilla 98 may erect their own signs and bulletin boards, subject to City Council approval.
6. It is anticipated that numerous problems will arise in the future. To deal with these matters, a permanent coordination committee will be established. This committee will be advisory to the Boat Club Board of Directors, and will consist of one or more representatives from each organization. The senior representatives from the Boat Club will act as chairmen and will convene the committee from time to time as necessary.
7. At some time in the future, Flotilla 98 may, at its own expense construct a separate building or an addition to the present building for use as a radio communication headquarters and to provide space for storage of equipment, etc.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

7th day of February, 1979.

Punta Gorda Boat Club, Inc.

By John Craft  
Commodore Punta Gorda Boat Club  
Punta Gorda Sailing Club

By Charles Al Breunler  
Commodore H.G.S.C.  
Charlotte Harbor Flotilla, Inc.

By George F. Fuchs, FC-98  
GEORGE F. FUCHS, Pres. CHF, Inc.

5  
AMENDMENT TO LEASE AGREEMENT

The City of Punta Gorda, Florida and the Punta Gorda Boat Club, Inc. hereby mutually agree to the following amendments to their existing lease agreement, originally made the fifth day of July, 1961, to wit:

1. The term of the aforesaid lease is hereby extended for a period of forty (40) years from and after April 30, 1981 for the annual rental of one dollar per year.
2. Lessee agrees that from the date of execution of this amendment it will allow two other organizations, namely the PUNTA GORDA SAILING CLUB and FLOTILLA NINETY EIGHT OF THE U.S. COAST GUARD AUXILIARY to use the demised property for the respective purposes of their organizations, provided however that this provision is conditioned on their acceptance and continued observance of certain rules and organizational procedures, a list of which are attached to and made a part of this agreement.
3. Lessor agrees to use its corporate powers and name toward the obtaining of required permits for dredging and maintenance of the boat basin and channel in or adjacent to the demised property. Lessee agrees to pay any costs arising therefrom, including also engineering and legal costs.
4. Lessee intends to make major improvements in the buildings, grounds and marine facilities, on and adjacent to the demised property and to spend substantial sums of money therefor. Accordingly, except in the case of lease violations, Lessor may cancel this lease upon, and only upon the finding by the City Council of an overwhelming public need for the premises and, in addition, only after the full payment, to the Lessee at the then fair market value, of all improvements, alterations and additions, both landward and marine, made by the Lessee after the execution of this amendment. Lessee may attach hereto photographic evidence of the present status of the property, and will maintain financial records to show expense for such improvements.
5. Lessor will diligently attempt to improve its title to the premises so as to protect Lessee's interests.
6. Lessee agrees that all improvements, alterations or installation shall require prior review and approval by Lessor, and shall become the property of the lessor at the termination of this lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 7<sup>th</sup> day of February, 1979.

CITY OF PUNTA GORDA

In the presence of:

[Signature]

By

Charles E. Phipps  
Mayor

Mary Lou Hillenburg

ATTEST:

Nola F. White  
City Clerk

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_

By

PUNTA GORDA BOAT CLUB, INC.  
John [Signature]  
Commodore P.G. Boat Club, Inc.

APPROVED AS TO FORM:

[Signature]  
City Attorney

April 22, 1976

Donald B. House, Commodore  
Punta Gorda Boat Club  
P. O. Box 1055  
Punta Gorda, Florida 33950

Re: Lease renewal

Gentleman:

Please be advised that City Council approved a five-year extension of the Punta Gorda Boat Club lease which will expire April 30, 1981.

Very truly yours,

(Mrs.) Nola F. White  
City Clerk



**Punta Gorda Boat Club**

Post Office Box 1055

PUNTA GORDA, FLORIDA 33950

April 5, 1976

City of Punta Gorda  
Hon. Mayor and Councilmen

Dear Sirs:

The Punta Gorda Boat Club Inc. is requesting an extension of their lease for another (5) five years. The effective date of the lease is the 30th day of April 1976.

Enclosed is a check for (\$5.00) five dollars for the lease fee.

Yours truly,



Donald B. House  
Commodore

April 8, 1971

Mr. Ray D. Mosier, Commodore  
Punta Gorda Boat Club  
P. O. Box 1055  
Punta Gorda, Florida

RE: PUNTA GORDA BOAT CLUB, INC. LEASE

Dear Mr. Mosier:

We are in receipt of your check in the amount of \$5.00, together with your letter requesting renewal of your present lease effective April 30, 1971.


Please be advised that in the Council meeting of April 6, 1971, this matter was brought before Council, and the City Attorney ruled that according to the existing lease, on Page 2, last paragraph, it states: "The lessee shall have the option to extend this lease for another five years upon notification to the lessor in writing of its intent to extend this lease for an additional five years".

Therefore, the need to issue a renewal lease is not required; it is automatically renewed for another five-year period.

Very truly yours,

(Mrs.) Nola F. White  
City Clerk

Enc.



**Punta Gorda Boat Club**  
Post Office Box 1055  
PUNTA GORDA, FLORIDA

Mar. 23, 1971

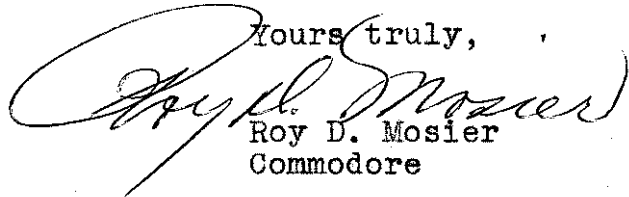
City Of Punta Gorda  
326 W. Marion Ave.,  
Punta Gorda, Fla.

Gentlemen:

The Punta Gorda Boat Club, Inc., would like to extend their lease for another (5) five years, effective the 30th. day of April, 1971.

Enclosed is a check for five dollars (\$ 5.00), for the total rental.

Yours truly,



Roy D. Mosier  
Commodore

Rec'd \$5<sup>00</sup> lease 4/29/66 L# 4690

L E A S E

THIS INDENTURE, Made this 19<sup>th</sup> day of April, A.D. 1966, by and between the CITY OF PUNTA GORDA, FLORIDA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as LESSOR, and the PUNTA GORDA BOAT CLUB, INC., a corporation not for profit, existing under the laws of the State of Florida, hereinafter referred to as LESSEE;

W I T N E S S E T H:

That the said LESSOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid by LESSEE as well as the other good and valuable considerations and the covenants herein contained, does hereby lease and demise unto the said LESSEE the following described property lying and being in Charlotte County, Florida, to-wit:

A certain parcel of land lying and being in Shreve Park, City of Punta Gorda (formerly Trabue), County of Charlotte, State of Florida, as recorded in Plat Book 1, Page 23, of the public records of Charlotte County, Florida; also being a strip of land 150 feet wide and being parallel to and contiguous to the South-westerly line of the 100 foot wide access street between Shreve Park and Berry Park, and having as its Southeasterly boundary the Northwesterly line of Retta Esplanade and as its Northwesterly boundary the waters of Charlotte Harbor.

TO HAVE AND TO HOLD the premises unto the said LESSEE from the 30<sup>th</sup> day of April, 1966, for a term of five (5) years then next ensuing, the said LESSEE yielding and paying to the said LESSOR the total rental of FIVE and 00/100 DOLLARS (\$5.00), said rent to be paid in advance, upon execution of this Lease, the receipt of which is hereby acknowledged.



LESSEE agrees it shall make no unlawful use of the premises and will not permit or use the premises for any illegal or improper purposes, or permit any disturbance, noise or annoyance whatsoever detrimental to the premises or the comfort of the neighboring properties, and will not sublet or assign this Lease or any part thereof without written consent of the LESSOR; and will keep the interior of the premises, and also the windows and doors thereof, and the fixtures therein, and all of the interior walls, pipes and other appurtenances, including docks and wharves, in good and substantial repair and clean condition; and will exercise all reasonable care in the use of the premises.

IT IS UNDERSTOOD AND AGREED that the LESSEE agrees to indemnify and hold harmless the LESSOR from any and all damages or claims from injuries and any other claims whatsoever, by virtue of the operation of said premises by the LESSEE.

IT IS FURTHER AGREED that the LESSEE will make no capital improvements without prior approval of the City of Punta Gorda Planning and Zoning Board. However, LESSEE may make plantings of various shrubs and trees without prior approval, provided the same are pleasing and aesthetically beautiful.

The LESSEE shall have the option to extend this lease for another five (5) years upon notification to the LESSOR, in writing, of its intent to extend this Lease for an additional five (5) year period.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 19<sup>th</sup> day of April, A.D. 1966.

CITY OF PUNTA GORDA, Lessor

WITNESSES:

William R. Bailey

By Edward G. Hendrickson, Jr. (SEAL)  
Edward G. Hendrickson, Jr.  
Mayor

Arthur G. Session

As to Lessor

ATTEST: Nola F. White  
City Clerk

PUNTA GORDA BOAT CLUB, INC.

WITNESSES:

Nola F. White

By C. A. White (SEAL)

Irona B. Iurd

As to Lessee

Approved as to form:

Kenton H. Haymans

Kenton H. Haymans  
City Attorney

L E A S E

THIS INDENTURE, made this 5<sup>th</sup> day of July, 1961, between the CITY OF PUNTA GORDA, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called "Lessor", and the PUNTA GORDA BOAT CLUB, INC., a corporation not for profit, existing under the laws of the State of Florida, hereinafter called the "Lessee".

W I T N E S S E T H

That the said Lessor hereby leases and demises unto the said Lessee the following described lands:

A certain parcel of land lying and being in Shreve Park, City of Punta Gorda (formerly Trabue), County of Charlotte, State of Florida, as recorded in Plat Book 1, Page 23, of the public records of Charlotte County, Florida; also being a strip of land 150 feet wide and being parallel to and contiguous to the Southwesterly line of the 100-foot-wide access street between Shreve Park and Berry Park and having as its Southeasterly boundary the Northwesterly line of Retta Esplanade and as its Northwesterly boundary the waters of Charlotte Harbor.

To have and to hold the premises unto the said Lessee from the 5<sup>th</sup> day of July, 1961, for a term of five (5) years then next ensuing, the said Lessee yielding and paying to the said Lessor the total rental of FIVE AND NO/100THS DOLLARS (\$5.00), said rent to be paid in advance upon execution of this Agreement, the receipt of which is hereby acknowledged.

Lessee agrees it shall make no unlawful use of the premises and will not permit or use the premises for any illegal or improper purposes, or permit any disturbance, noise or annoyance

whatsoever detrimental to the premises or the comfort of the neighboring properties, and will not sublet or assign this lease or any part thereof without the written consent of the Lessor, and will keep the interior of the premises, and also the windows and doors thereof, and the fixtures therein, and all of the interior walls, pipes and other appurtenances, including docks and wharves, in good and substantial repair and clean condition; and will exercise all reasonable care in the use of premises.

It is understood and agreed that the Lessee agrees to indemnify and hold harmless the Lessor from any and all damages or claims from injuries and any other claims whatsoever, by virtue of the operation of said premises by the Lessee.

The Lessee shall have the option to extend this lease for another five (5) year period upon notification to the Lessor, in writing, of its intent to extend this leasehold for an additional five (5) year period.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 5<sup>th</sup> day of July, 1961.

CITY OF PUNTA GORDA

In the presence of:

Sherry Jack  
W. J. Smith

By Edward G. Hendrickson, Jr. (SEAL)  
Edward G. Hendrickson, Jr.  
Mayor

ATTEST:

PUNTA GORDA BOAT CLUB, INC.

By Steven Barber (SEAL)  
Secretary

In the presence of:

George E. Lubin  
Ed M. Henson

Approved as to form:

Elwood P. Safron  
Elwood P. Safron  
City Attorney