



Budget and Administrative Services Department Fiscal Services Division, Grants Section

Attention: David Johnston
18500 Murdock Circle, Port Charlotte, FL 33948
Phone: 941.743.1524 FAX: 941.743.1288
www.CharlotteCountyFL.com

"To exceed expectations in the delivery of public services"

)
5391601

Charlotte County Marine Advisory Committee

Application for Grant funding for the FY2015/2016 Budget year from 10/1/2015 to

Please complete the following information and submit to the Charlotte County Fiscal Services Division Office by February 5, 2015. All funding requests will be compiled and presented to the Marine Advisory Committee (MAC) at its monthly meeting on Thursday, March 12, 2015 (9:30 am, BCC Room 119). All departments/agencies requesting funding must have a representative present at the March 12th meeting to present their request and answer questions from the Committee. Blank copies of this Application can be found at <http://www.charlottecountyfl.com/BoardsCommittees/MAC/> then clicking on "Boater Improvement Fund Application Information."

Name of Organization: Charlotte Harbor Community Redevelopment Agency
Principal Officer, President, Chairman etc.: Debrah Forester, Redevelopment Manager
Address: 18501 Murdock Circle, Suite 302, Port Charlotte, FL 33948
Telephone number: 941-764-4943 Email: Debrah.forester@charlottefl.com

Amount of Funding Requested: \$157,641

Total Cost of Project: \$2,439,822

Does your organization/department receive any other funding sources: X If yes, please list: Florida Department of Transportation and Charlotte Harbor CRA Tax increment funds.

Project Location: Located on FDOT right of way at the foot of US41 north bound bridge in the Charlotte Harbor CRA.

Estimated Completion Date: April 2016

Purpose of Funding Requested: Harbor Walk Phase 1A – Additional Funding Request

BIF approved contribution of \$200,000 to this project in 2012 for a portion of the parking lot. Construction bids have been received and they are 56% above the original estimate. This request will take into account the increase cost to construct the parking lot and will also contribute to a portion of bathroom facility and utilities available to patrons using the small boat launch that is a component of this project.

If permits are required, list each required, it's type and status. Attach all permits that have been issued to this application along with the estimated length of time to complete the project by phase and a vicinity map.

Permits required: All Permits received including: Army Corp; Airspace Agreement, SWFWMD; SHPO Clearance; Categorical Exclusion; DEP. Notice to Proceed was received from FDOT. Construction Bids have been received and project is anticipated to start in April 2015 and is estimated to take 300 days to complete.

Benefit to the County: Provides improved access to the waterfront and allows small boats to launch at the site and provides access to amenities such as secure parking area, bathroom, and shade.

Any operating costs associated with the project: Anticipated total operating costs associated with the Harbor Walk project (Both Phase 1 and 2) after completion is \$65,000.

Other justification: The Harbor Walk will be the gateway into Charlotte County from downtown Punta Gorda and once completed is expected to be a catalyst for private investment into the area.

Please, attach any additional supporting information or documentation you feel is pertinent or supportive for your request.

Signature of authorized individual responsible for this application, and should funding be granted, the person responsible for assurances that funds are spent as proposed.

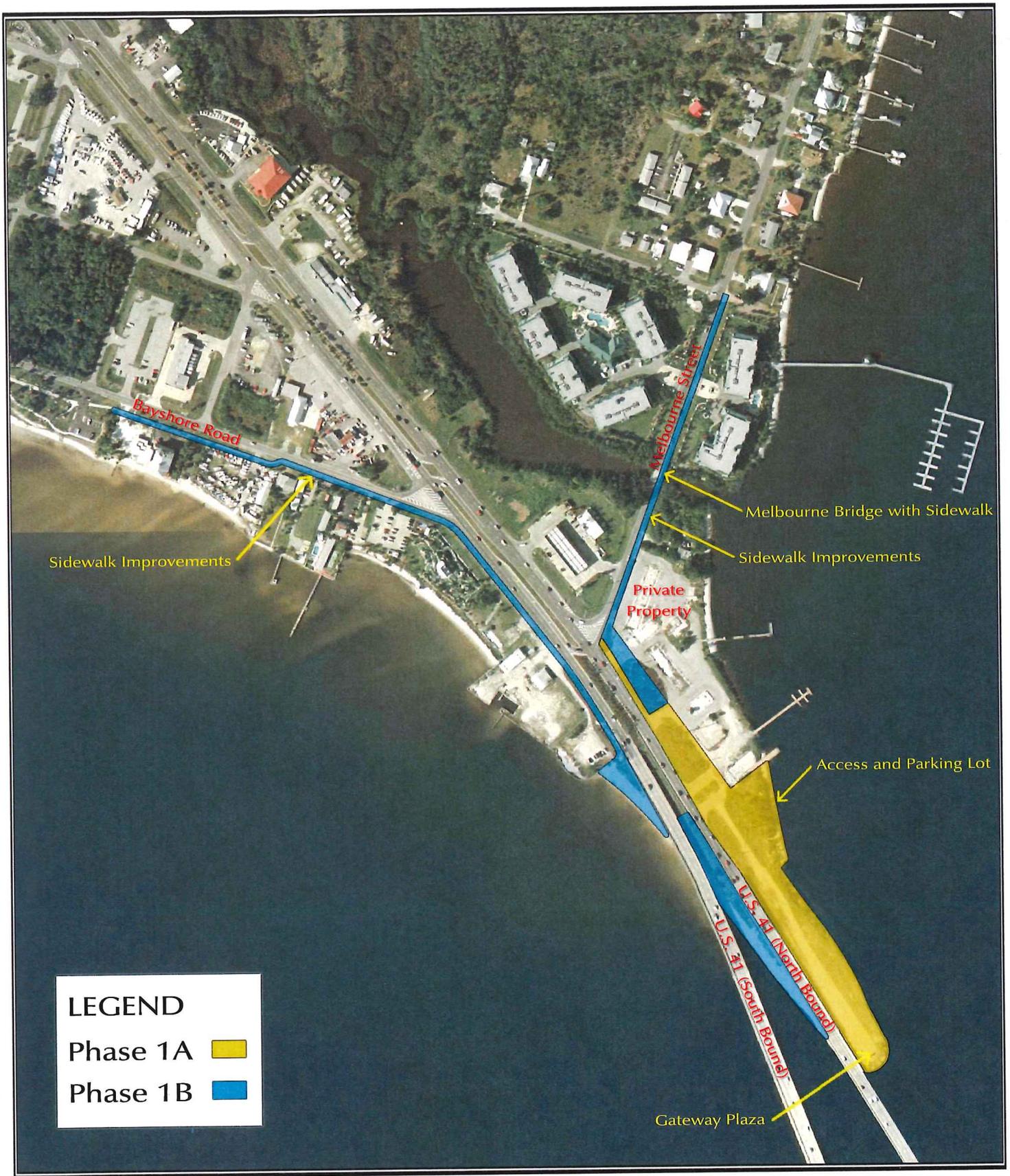
Debrah Forester Redevelopment Manager _____ 2/4/15
Name and Title Date

| BUDGET ESTIMATE DETAIL | Grant Funds | Matching Funds ¹ | Total |
|---------------------------------|------------------|-----------------------------|--------------------|
| Construction Expenses | | | |
| Bathroom | 35,750 | 107,250 | 143,000 |
| Utilities | 9,891 | 29,672 | 39,563 |
| Parking Area* | 112,000 | 460,581 | 572,581 |
| Other Improvements | | 1,684,678 | 1,684,678 |
| | | | |
| Contractual Services | | | |
| (specify) | | | |
| | | | |
| | | | |
| Materials | | | |
| (specify) | | | |
| | | | |
| | | | |
| Equipment | | | |
| (specify) | | | |
| | | | |
| | | | |
| Salaries ² | | | |
| (specify) | | | |
| | | | |
| | | | |
| Promotional materials (Specify) | | | |
| | | | |
| | | | |
| | | | |
| GRAND TOTAL | \$157,641 | \$2,282,181 | \$2,439,822 |

¹ Matching funds are **required** only for Boating Safety and Recreation projects, but are encouraged for all projects.

² Salaries are **only** eligible as a WCIND grant expense for Law Enforcement projects.

Appendix A – Location Maps



The Gateway Harbor Walk

Phasing Exhibit

Charlotte Harbor Community
Redevelopment Agency

Charlotte County, Florida

CONTACT: PETER VANLUSKIRK, P.E., AICP (941) 627-5877

DATE: AUGUST, 2009
 © URBAN RESOURCE GROUP, 2009
 Kimley-Horn
 and Associates, Inc.
U R G
 URBAN RESOURCE GROUP
 A DIVISION OF KIMLEY-HORN AND ASSOCIATES, INC.



Appendix B – Permit Applications



RICK SCOTT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

801 North Broadway Avenue
Bartow, Florida 33830

ANANTH PRASAD, P.E.
SECRETARY

GOVERNOR

December 10, 2014

Charlotte County
Ms. Debrah Forester, AICP, FRA-RA
18501 Murdock Circle, Suite 302
Port Charlotte, FL 33948

RE: NOTICE TO PROCEED –CONSTRUCTION PHASE ONLY

Financial Project #: 428141-1-58-01
County: Charlotte
Federal Aid Project #: 3012 129 P
Contract #: ARO78
Description: Gateway Harborwalk Project -- US 41 (SR 45) at Gateway Project

Dear Ms. Forester:

In accordance with SECTION 3.06 of the Local Agency Program (LAP) Agreement, dated **December 05, 2014** between the **Department** and **Charlotte County** for construction of the above referenced project, *you are hereby authorized to proceed with advertising the Construction phase* on this project. Services are to begin on or after **December 10, 2014** and be completed on or before **February 28, 2018**.

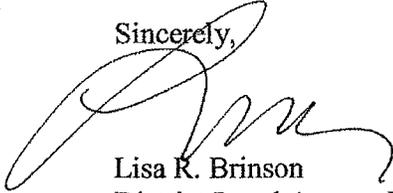
Charlotte County shall advertise this project within thirty (30) days from the date of this NTP. If **Charlotte County** is not able to meet the scheduled advertisement, the District Local Program Administrator should be notified as soon as possible. Please forward the final contract package for review prior to awarding the project. Once documents are reviewed and approved, **Charlotte County** will be notified and the contract can be awarded and executed. A copy of your Notice to Proceed for construction services must be uploaded into LAPIT along with the entire executed contract. **Charlotte County** will also need to send an invitation for the pre-construction meeting to Charles R. Reed, Jacqueline Brown, Sabrina Covalt and me. Lastly, **Charlotte County** will send written correspondence to my attention of the commencement and completion of the phase.

Please be mindful that **Charlotte County** shall be obligated to submit an invoice to the Department for the percentage of work that is complete for this project no less frequently than on a quarterly basis from the date of this NTP. Upon completion of the project phase, the Department will have forty-five (45) working days after receipt of the invoice to review, inspect and approve the project phase for payment.

Please contact Eunice Usher, Operation Center Manager at (239) 656-7258 a week or more before commencing work.

If I can be of further assistance, please contact me at (863) 519-2836 or e-mail at lisa.brinson@dot.state.fl.us

Sincerely,



Lisa R. Brinson
District Local Agency Program Administrator
FDOT, District One

Cc: File
Mr. Charles Reed, LAP Construction Project Manager
Ms. Jacqueline Brown, District Contract Compliance Manager
Ms. Sabrina Covalt, Resident Compliance Specialist
Ms. Lori Carlton, Community Liaison
Mrs. Eunice Usher, Operation Center Manager



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
1520 ROYAL PALM SQUARE BOULEVARD, SUITE 310
FORT MYERS, FLORIDA 33919

April 18, 2014

REPLY TO
ATTENTION OF

Regulatory Division
South Permits Branch
Fort Myers Permits Section
SAJ-2009-04207(LP-BEM)

Charlotte County Public Works
Attn: Danny Quick, P.E.
7000 Florida Street
Punta Gorda, Florida 33950

Dear Mr. Quick:

This is in reference to your request for a Department of the Army (DA) permit to perform work in or affecting waters of the United States. If you determine the permit provided is acceptable in its entirety and you have chosen to proceed with the authorized activity, then upon recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) and Section 404 of the Clean Water Act (33 U.S.C. 1344), you are authorized under a Letter of Permission to install approximately 90 linear feet of new seawall and associated handrails landward of an existing retaining wall in the northeastern position of the project area, referred to in the project plans as "Activity Area A." Additionally, the applicant proposes to remove approximately 260 linear feet of existing seawall and place approximately 340 linear feet of new seawall and associated handrails along the southeastern portion of the project area, referred to in the project plans as "Activity Area B." Of the 340 linear feet of new seawall, approximately 214 linear feet will be placed landward of the existing seawall and the remaining 126 linear feet will be placed in the same footprint of the existing seawall, located at the mean high water line. In order to accommodate the placement of the new seawall, two red mangroves, located landward of the existing retaining wall, will be removed in "Activity Area A." In order to offset impacts to these mangroves, the applicant is proposing to plant 9 red mangrove seedlings along the eastern shoreline, north of the proposed work. The project is located at Gateway Harbor Walk, located on the north side of the Peace River, adjacent to bridge approach along U.S. 41/Tamiami Trail, in Section 20, Township 41 South, Range 23 East, Punta Gorda, Charlotte County, Florida.

Geographic Position: Latitude: 26.949914° North
Longitude: 82.059885 ° West

The project must be completed in accordance with the six enclosed construction drawings, and the general and special conditions which are incorporated in, and made a part of, the permit.

Special Conditions:

1. Reporting Address: All reports, documentation and correspondence required by the conditions of this permit shall be submitted to the following address: U.S. Army

Corps of Engineers, Regulatory Division, Enforcement Section, 1520 Royal Palm Square Boulevard, Suite 310, Fort Myers, Florida 33919. The Permittee shall reference this permit number, SAJ-2009-04207(LP-KDS), on all submittals.

2. Self-Certification: Within 60 days of completion of the authorized work or at the expiration of the construction authorization of this permit, whichever occurs first, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form (Attachment B) and submit to the Corps. In the event that the completed work deviates, in any manner, from the authorized work, the Permittee shall describe, on the Self-Certification Form, the deviations between the work authorized by the permit and the work as constructed. Please note that the description of any deviations on the Self-Certification Form does not constitute approval of any deviations by the Corps.

3. Assurance of Navigation and Maintenance: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

4. Cultural Resources/Historic Properties:

a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33

CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

5. Compensatory Mitigation: Within 6 months from the date of initiating the authorized work the Permittee shall complete the following mitigation objectives in accordance with the approved compensatory mitigation as detailed on Drawings 3 of 6:

a. Onsite Mitigation

(1) Wetland Creation: Plant 9 red mangrove seedlings along the eastern shoreline, north of the proposed work. The mangroves will be planted within gaps between the existing mangrove fringe clusters and will be planted in two rows in one-gallon pots spaced 3 feet on center and at elevations between 1.5 and 2.0 feet NGVD. The plantings will be monitored by the contractor and will be replanted if no survival after one year.

6. Manatee Conditions: The Permittee shall comply with the 2011 "Standard Manatee Conditions for In-Water Work" provided in Attachment C of this permit.

If the work authorized is not completed on or before **April 18, 2019**, authorization, if not previously revoked or specifically extended, shall cease and be null and void.

Instructions for Objecting to Permit Terms and Conditions: This letter contains an initial proffered permit for your proposed project/permit application. If you object to certain terms and conditions contained within the permit, you may request that the permit be modified. Enclosed you will find a Notification of Administrative Appeal Options and Process fact sheet and Request for Appeal (RFA) form. If you choose to object to certain terms and conditions of the permit, you must follow the directions provided in Section 1, Part A and submit the completed RFA form to the letterhead address.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria under 33 CFR Part 331.5, and that it has been received by the District office within 60 days of the date of the RFA. Should you decide to submit an RFA form, it must be received at the letterhead address by June 17, 2014.

This letter also contains an approved jurisdictional determination. Enclosed you will find the approved jurisdictional determination form and a Notification of Appeal Process fact sheet and Request for Appeal (RFA) form. If you object to this determination, you may request an administrative appeal under Corps' regulations at 33 CFR Part 331. If you request to appeal this determination, you must submit a completed RFA form to the South Atlantic Division Office at the following address:

Mr. Jason Steele
South Atlantic Division
U.S. Army Corps of Engineers
CESAD-CM-CO-R, Room 9M15
60 Forsyth St., SW.
Atlanta, Georgia 30303-8801.

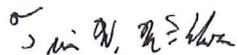
Mr. Steele can be reached by telephone number at 404-562-5137, or by facsimile at 404-562-5138.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the Division office within 60 days of the date of the RFA. Should you decide to submit an RFA form, it must be received at the above address by June 17, 2014.

Should you have any questions regarding this letter, please contact the project manager Krista Sabin in writing the letterhead address, by telephone at 561-472-3529, or by email at Krista.D.Sabin@usace.army.mil.

The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to take a few minutes to visit http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey and complete our automated Customer Service Survey. Your input is appreciated – favorable or otherwise.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:



For Alan M. Dodd,
Colonel, U.S. Army
District Commander

Digitally signed by MCELWAIN.TUNIS.W.1239553008
DN: c=US, cn=U.S. Government, ou=DoD, ou=PKL
ou=USA, cn=MCELWAIN.TUNIS.W.1239553008
Date: 2014.04.18 12:58:08 -04'00'

Enclosures

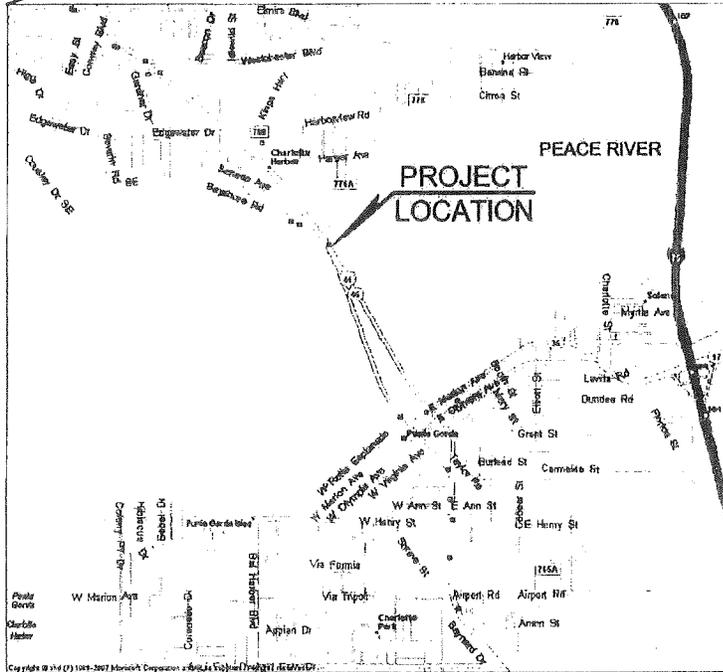
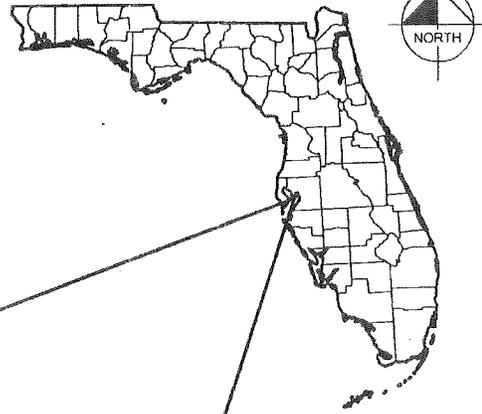
Copies Furnished:
Kimley-Horn, Mike.Kiefer@kimley-horn.com and Peter.Vanbuskirk@kimley-horn.com

GENERAL CONDITIONS
33 CFR PART 320-330
PUBLISHED FR DATED 13 NOVEMBER 1986

1. The time limit for completing the work authorized ends on **the date noted in the permit letter**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

LOCATION MAP

SECTION 36, TOWNSHIP 40 SOUTH, RANGE 22 EAST
CHARLOTTE COUNTY, FLORIDA



VICINITY MAP
N.T.S.

Plotted By: Letarte, Jaime Sheet Set: Charlotte Harbor ACOE Layout: 1 LOCATION MAP February 03, 2010 02:21:17pm K:\SAP_CIVIL\046392.009\CIVIL\CADD\CORP\1 LOCATION MAP.dwg

APPLICATION BY:
CHARLOTTE HARBOR COMMUNITY
REDEVELOPMENT AGENCY
PREPARED BY:
KIMLEY-HORN & ASSOC., INC.
CA' 00000696

REVISIONS

U.S. ARMY CORPS OF ENGINEERS
DREDGE & FILL APPLICATION
FOR

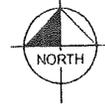
GATEWAY HARBOR WALK

ENGINEER PETER T. VANBUSKIF
FL. CERT. NO. 38859

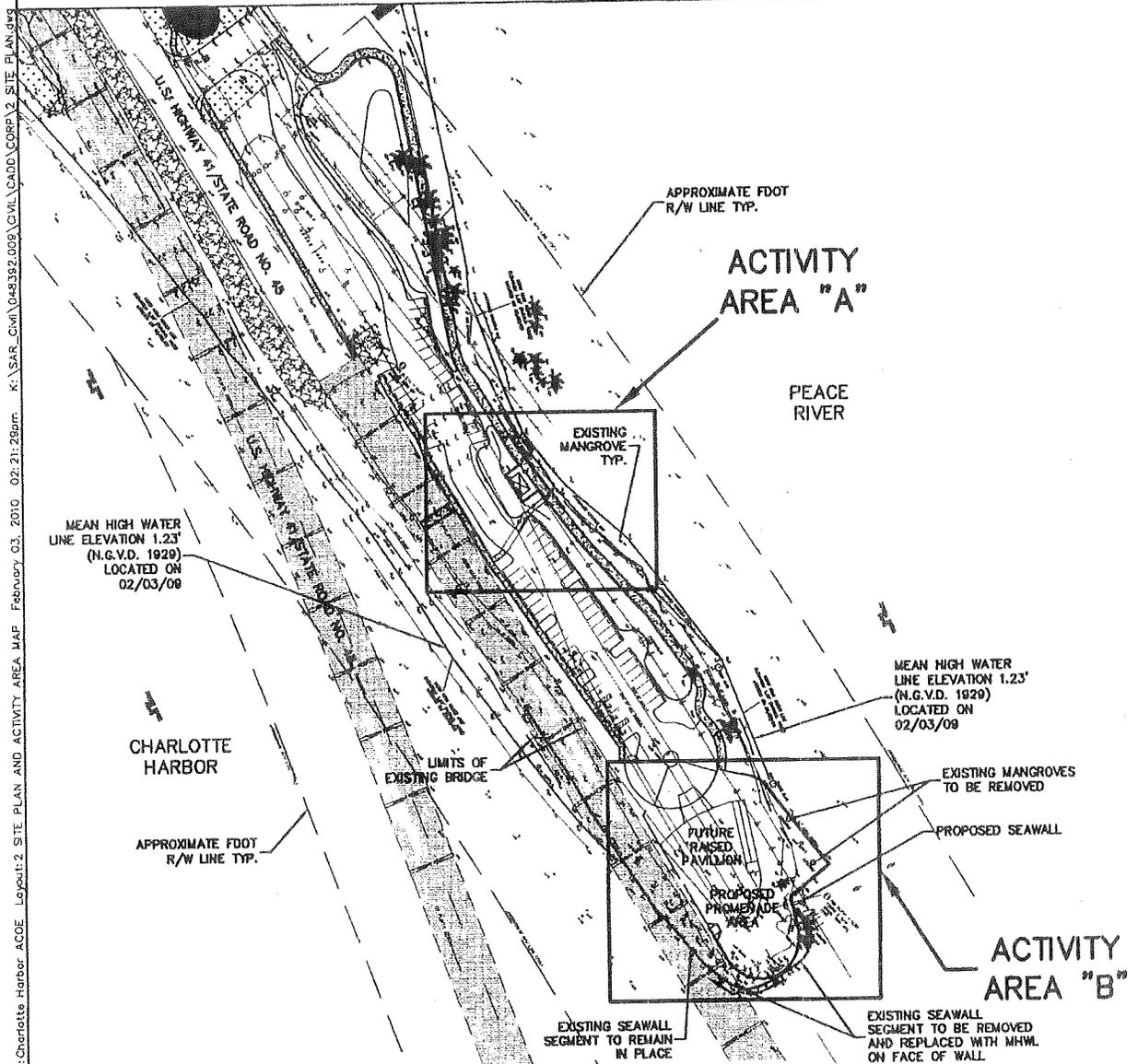
SAJ-2009-04207 (LP-BEM)
Charlotte County Public Works-
seawall
March 31, 2010
Sheet 1 of 6

CHARLOTTE COUNTY
DRAWING 1 OF 5

SITE PLAN AND ACTIVITY AREA MAP



0 150
SCALE FEET



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February 03, 2010 02:21:29pm
Layout: 2 SITE PLAN AND ACTIVITY AREA MAP
Sheet Set: Charlotte Harbor ACDE
Plotted By: Letarte, Jaime

APPLICATION BY:
CHARLOTTE HARBOR COMMUNITY
REDEVELOPMENT AGENCY
PREPARED BY:
KIMLEY-HORN & ASSOC., INC.
CA 00000596

ENGINEER PETER T. VANBUSKIRK, P.I.
FL. CERT. NO. 38859

REVISIONS

SAJ-2009-04207 (LP-BEM)
Charlotte County Public Works-
seawall
March 31, 2010
Sheet 2 of 6

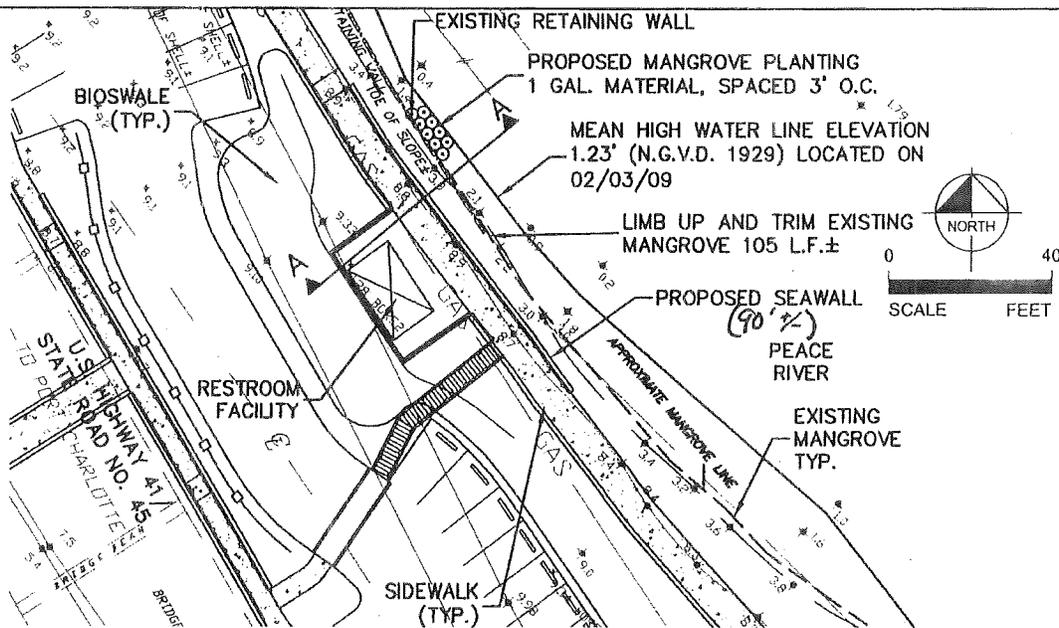
U.S. ARMY CORPS OF ENGINEERS
DREDGE & FILL APPLICATION
FOR
**GATEWAY HARBOR
WALK**

CHARLOTTE COUNTY
DRAWING 2 OF 5

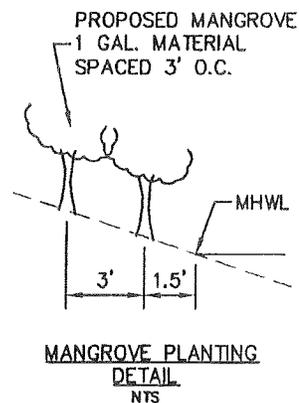
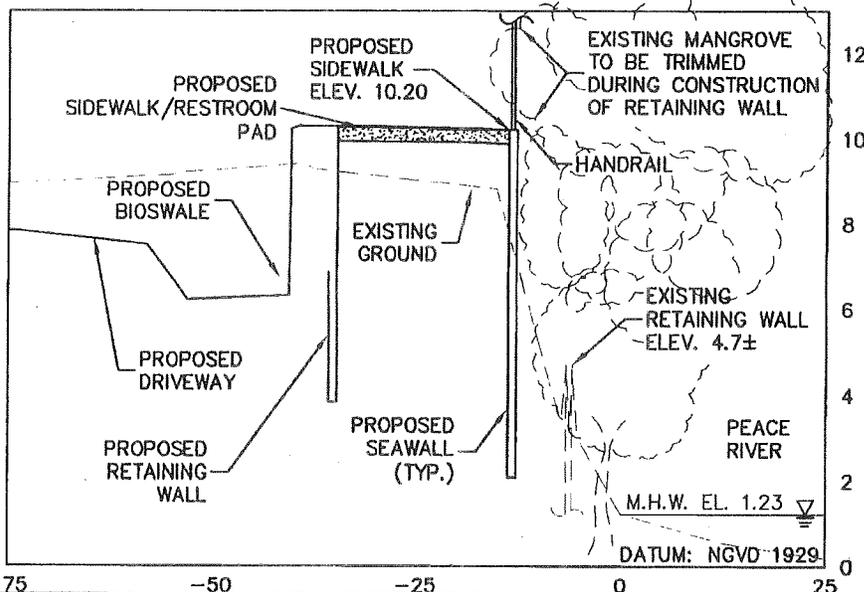
ACTIVITY AREA A

LEGEND:

- EXISTING MANGROVE AREA
- ▲ SECTION LOCATION
- * 8.5 EXISTING GROUND SPOT ELEVATION (NGVD)



SCALE: HORIZ. 1"=20'
VERT. 1"=4'



Plotted By: Leatrice, Jaime Sheet: Charlotte Harbor ADCDC Layout: 2 SITE PLAN February 03, 2010 02:21:45pm K:\SAR_Civil\0463392.009\CIVIL\CADD\CORP\3 ACTIVITY AREA A.dwg

APPLICATION BY:
**CHARLOTTE HARBOR COMMUNITY
 REDEVELOPMENT AGENCY**
 PREPARED BY:
KIMLEY-HORN & ASSOC., INC.
 CA 00006936

REVISIONS

U.S. ARMY CORPS OF ENGINEERS
 DREDGE & FILL APPLICATION
 FOR

GATEWAY HARBOR WALK

CHARLOTTE COUNTY
 DRAWING 3 OF 5

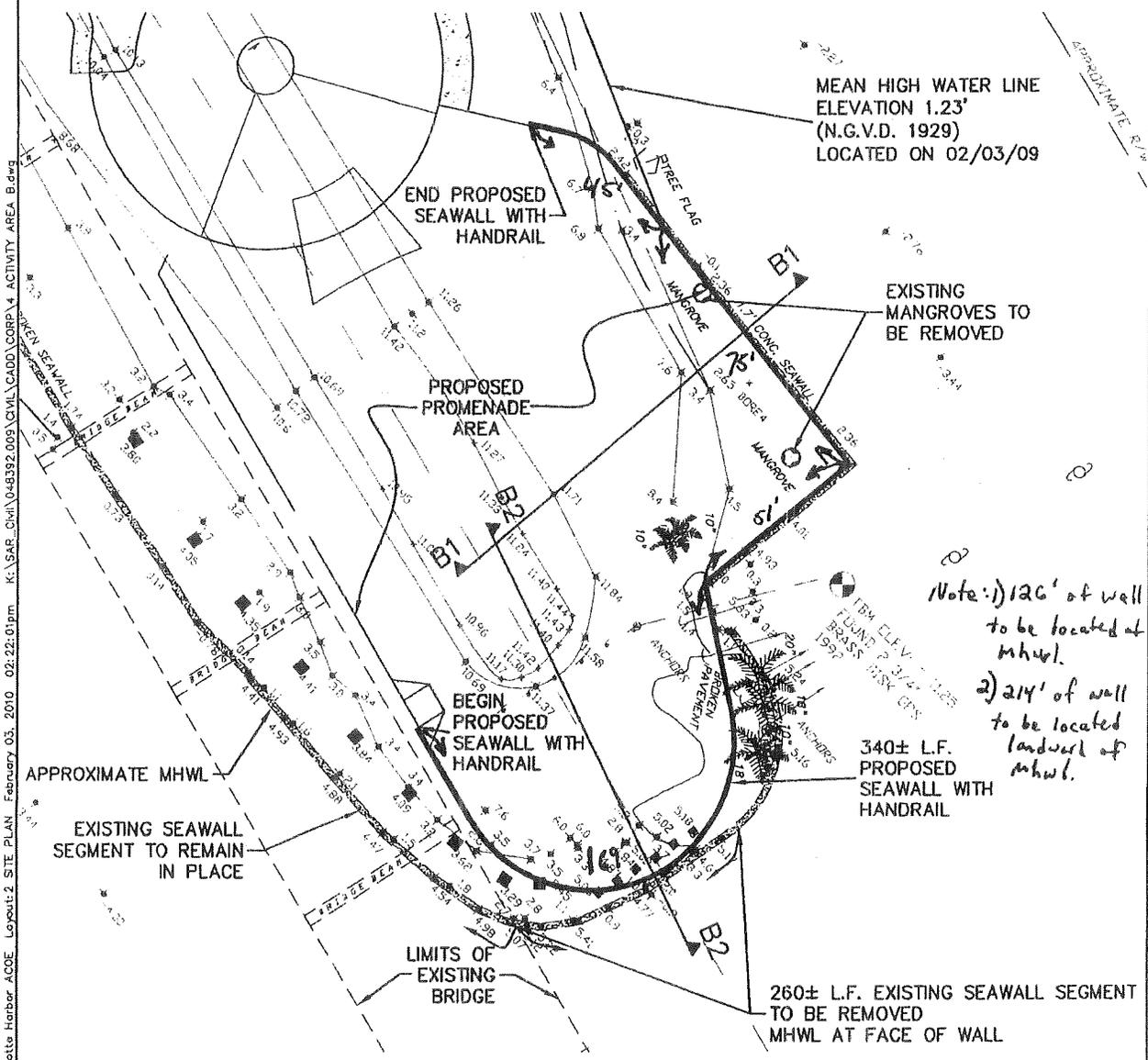
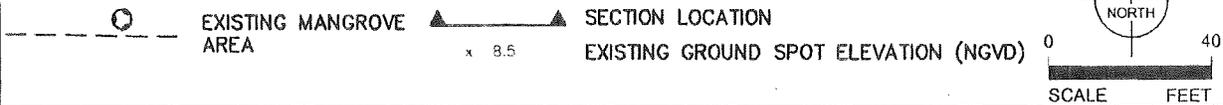
ENGINEER PETER T. VANBUSKIRK
 FL. CERT. NO. 38859

SAJ-2009-04207 (LP-BEM)
 Charlotte County Public Works-
 seawall

March 31, 2010

ACTIVITY AREA B

LEGEND:



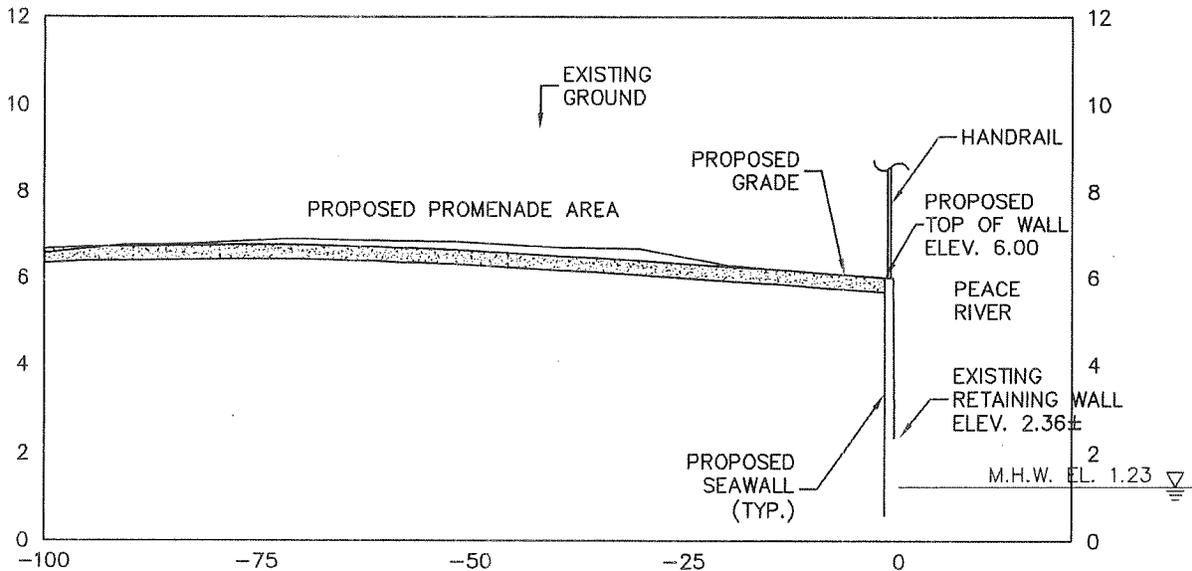
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APPLICATION BY:
 CHARLOTTE HARBOR COMMUNITY
 REDEVELOPMENT AGENCY
 PREPARED BY:
 KIMLEY-HORN & ASSOC., INC.
 CA 00000696
 ENGINEER PETER T. VANBUSKIRK, P.E.
 FL. CERT. NO. 38859

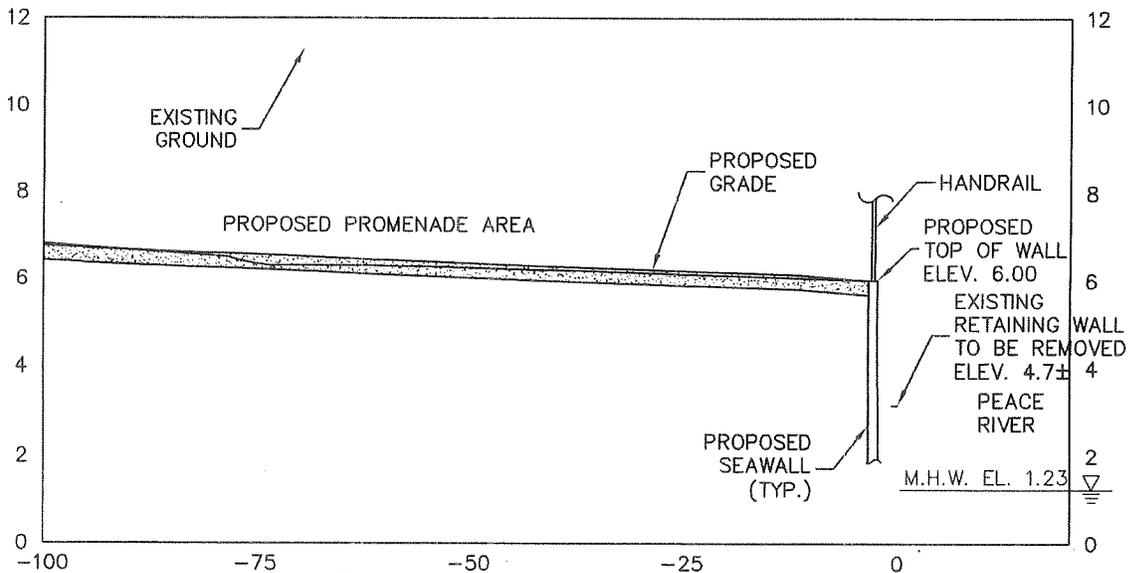
REVISIONS
 SAJ-2009-04207 (LP-BEM)
 Charlotte County Public Works-
 seawall
 March 31, 2010

U.S. ARMY CORPS OF ENGINEERS
 DREDGE & FILL APPLICATION
 FOR
GATEWAY HARBOR WALK
 CHARLOTTE COUNTY
 DRAWING 4 OF 5

SECTIONS B1 AND B2



SECTION B1-B1
 SCALE: HORIZ. 1"=20'
 VERT. 1"=4'



SECTION B2-B2
 SCALE: HORIZ. 1"=20'
 VERT. 1"=4'

DATUM: NGVD 1929

Plotted By: Kuchnicki, Richard Sheet Set: Charlotte Harbor ACCE Layout: 5 SECTIONS B1 AND B2 March 25, 2010 01:45:14pm K:\SAR_Civil\048592.dwg SECTION B1-B1.dwg

APPLICATION BY:
 CHARLOTTE HARBOR COMMUNITY
 REDEVELOPMENT AGENCY
 PREPARED BY:
 KIMLEY-HORN & ASSOC., INC.
 CA 00000696

ENGINEER PETER T. VANBUSKIRK, P.E.
 FL. CERT. NO. 38859

REVISIONS

SAJ-2009-04207 (LP-BEM)
 Charlotte County Public Works-
 seawall
 March 31, 2010
 Sheet 5 of 6

U.S. ARMY CORPS OF ENGINEERS
 DREDGE & FILL APPLICATION
 FOR

**GATEWAY HARBOR
 WALK**

CHARLOTTE COUNTY

DRAWING 5 OF 5



Imagery Date: 2008

lat 26.950985° lon -82.060363°

© 2010 Google

planting area

SAJ-2009-04207 (LP-BEM)
Charlotte County Public Works-
seawall
March 31, 2010
Sheet 6 of 6

©2009 Google

Eye alt 1072 ft



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P. E.
SECRETARY

October 29, 2012

Charlotte County
Attn.: Ms. Debrah Forester, AICP
Redevelopment Manager
Economic Development Office
18501 Murdock Circle, Suite 601
Port Charlotte, FL 33948

| | | | |
|-----------|--------------|----------|--|
| RE: FM # | : 1937271 | County | : Charlotte |
| Sec/Job # | : N/A | S.R. # | : 45 (US 41) |
| FAP # | : 3012-009-P | Parcel # | : 57 (Part) |
| PM Log # | : 09-55 | | <u>Charlotte Harbor Airspace Agreement</u> |

Dear Ms. Forester:

Please find enclosed a copy of the fully executed Airspace Agreement. The effective date is today, October 29, 2012.

It has been a pleasure working with you. If you have questions, please contact me at (863)519-2540 or by e-mail at Brenda.wood@dot.state.fl.us.

Thank you.

Sincerely,

Brenda K. Wood,
Senior Right of Way Agent,
Property Management

BKW/bv
Cc: G. J. Bohde and Daily File

www.dot.state.fl.us

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AIRSPACE AGREEMENT

ITEM/SEGMENT NO.: 1937271

MANAGING DISTRICT: One

F.A.P. NO.: 3012-009-P (In Construction)

STATE ROAD NO.: 45 (US 41)

COUNTY.: Charlotte

PARCEL NO.: 57 (Part)

THIS AGREEMENT, made this 29th day of October, 2012, between
 Charlotte County, a Political
 Sub. of the State of Florida at 18500 Murdock Circle, Port Charlotte, Florida 33948
 (Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency
 of the State of Florida (State).

WITNESSETH:

WHEREAS, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or personal, acquired under Section 337.25, Florida Statutes; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to an airspace agreement in accordance with 23 CFR, Part 710, and

WHEREAS, the Department has acquired sufficient legal right, title, and interest in the right of way of Parcel 57 (Part) which includes the property described in Exhibit "A" attached hereto and made a part hereof, which right of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease to Lessee the airspace above or below gradeline of the property described in Exhibit "A", attached and made a part hereof for the following purpose: To provide improved public access to the waterfront by constructing improvements identified on the attached list referenced as "Exhibit A".

WHEREAS, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

NOW, THEREFORE, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. Premises

The premises hereto are true and correct and form an integral part of this Agreement.

2. Term

The Department does hereby lease unto Lessee the airspace above or below gradeline of the property for a period of Twenty-five (25) years beginning with the date of this Agreement. One renewal of this Agreement may be made for an additional Twenty-five (25) years. However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the property lying below said airspace.

3. Rent

a. Lessee shall pay to the Department as rent each month quarter year on or before the first day of each rent payment period, N/A plus applicable sales tax. When this Agreement is terminated, any unearned portion of any rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement.

b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: N/A

d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate the Department to accept late rent payments or provide Lessee a grace period.

4. Use, Occupancy, and Maintenance

a. The Lessee shall be responsible for developing and operating the airspace as set forth herein.

b. The Lessee's proposed use of the airspace is as follows: To provide improved public access to the waterfront by constructing improvements identified on the attached list referenced as "Exhibit A".

c. The general design for the use of the airspace, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the airspace in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the airspace or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

f. Lessee, at Lessee's sole cost and expense, shall maintain the facility to occupy the airspace so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited. (See change in Addendum)

h. The design, occupancy, and use of the airspace shall not adversely affect the use, safety, appearance, or enjoyment of the highway by smoke, fumes, vapors, odors, droppings, or any other objectionable discharges or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the airspace, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the airspace.

k. Lessee shall not occupy, use, permit, or suffer the airspace, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the airspace under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

Note: No longer required for local governments.

6. Insurance. Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than One Million Dollars (\$ 1,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than Five Hundred Thousand Dollars (\$ 500,000.00) for property damage, or a combined coverage of not less than One Million Five Hundred Thousand Dollars (\$ 1,500,000.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

7. Termination

- a. This Agreement may be terminated by either party without cause upon Ninety (90) days prior written notice to the other party.
- b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.
- c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.
- d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.
- e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.
- f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose or is abandoned.

8. Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the property specified in this Agreement, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the property specified in this Agreement. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking or sale or has been terminated prior thereto.

9. Miscellaneous

- a. The airspace and Lessee's rights under this Agreement shall not be transferred, assigned, or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA.
- b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and 49 CFR Part 21, Lessee agrees as follows:
 1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the ground of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 15 CFR Part 8, Subpart A.

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. In addition to or in lieu of the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

h. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

Charlotte County, a Political
Subdivision of the State of Florida
LESSEE (Company Name, if applicable)

By: *Christine Carter*
Name: *Christine Carter*
Title: *Charlotte County, CC 6000*
Attest: _____ (Seal)
Name: _____
Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: *Billy L. Hattaway*
District Secretary
Name: Billy L. Hattaway, P. E.
Attest: *Dawn Mallon*
Name/Title: *Dawn Mallon, Executive Asst.*
Legal Review:
[Signature] 10/15/12
District Counsel
Name: *Don Conroy Jr ATT*

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:
Janeth S. Theobald
County Attorney L.R. 12-1690

ATTEST:
BARBARA T. SCOTT, CLERK OF CIRCUIT
COURT AND EX-OFFICIO CLERK OF THE
BOARD OF COUNTY COMMISSIONERS
BY: *Barbara T. Scott*
DEPUTY CLERK
AGR 2012-055
10-9-12

ADDENDUM

This is an Addendum to that certain Airspace Agreement between Charlotte County, a Political Subdivision
of the State of Florida

and the State of Florida Department of Transportation dated the 29th day of October, 2012
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof
pursuant to Paragraph 9 (d) of said Agreement:

Temporary, special event signage is acceptable but must not interfere with traffic, visibility or safety and is consistent with a public
purpose use.

LESSOR (Company Name, if applicable)
By: [Signature]
Name: CHARLES TOPHER COOPER
Title: CHAIRMAN, CC BOCC
Attest: _____ (Seal)
Name: _____
Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: [Signature]
District Secretary
Name: Billy L. Hattaway, P.E.
Attest: [Signature]
Name/Title: DAWN GALLON, Executive Asst.
Legal Review:
[Signature] 10/19/12
District Counsel
AS 5
9/25/12
Name: DON CONWAY JR. ASST

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[Signature]
County Attorney L.R. 12-1340

ATTEST:
BARBARA T. SCOTT, CLERK OF CIRCUIT
COURT AND EX-OFFICIO CLERK OF THE
BOARD OF COUNTY COMMISSIONERS
BY: [Signature]
DEPUTY CLERK
AGE 2012-055
10-2-12

Charlotte Harbor Community Redevelopment Agency Gateway Harbor Walk

F.P.I.D. 428141-1-58-01

Project Description:

The Gateway Harbor Walk project is an improvement to a section of upland area just east of and adjacent to the northern bridge abutment of the US 41 Peace River Bridge. The project components include:

- Construction of an 8 foot wide concrete sidewalk from the bridge north to the Melbourne Street.
- Improvement of a 36 foot wide access driveway from US 41 (SR 45) into the project area.
- Removal of an existing paved access immediately south of the access to be improved.
- Construction of a 24 foot wide drive aisle from the improved access south through a proposed parking area terminating at a paved cul-de-sac.
- Construction of 63 paved parking spaces.
- Construction of a shallow dry retention area in the southern portion of the project area.
- Removal of a remnant concrete sheet pile wall at the south end of the project area.
- Construction of a new sheet pile wall along the southern and eastern boundary of the project.
- Construction of a pedestrian promenade including benches, tree wells with accent lighting, architectural handrails, grassed open space and two covered concrete slabs with bench and table. Surface of promenade shall be a combination of paver and concrete.
- Installation of a prefabricated bathroom with access to the promenade and parking areas.
- Construction of 5 foot and 8 foot wide concrete sidewalks internally connecting the promenade, parking, bathroom.
- Extension of water main to provide fire protection and service to bathroom. Extension of sewer service to the bathroom.
- Installation of site lighting for parking and pedestrian areas.
- Installation of landscaping within parking and pedestrian areas.
- Installation landscape irrigation system throughout project.

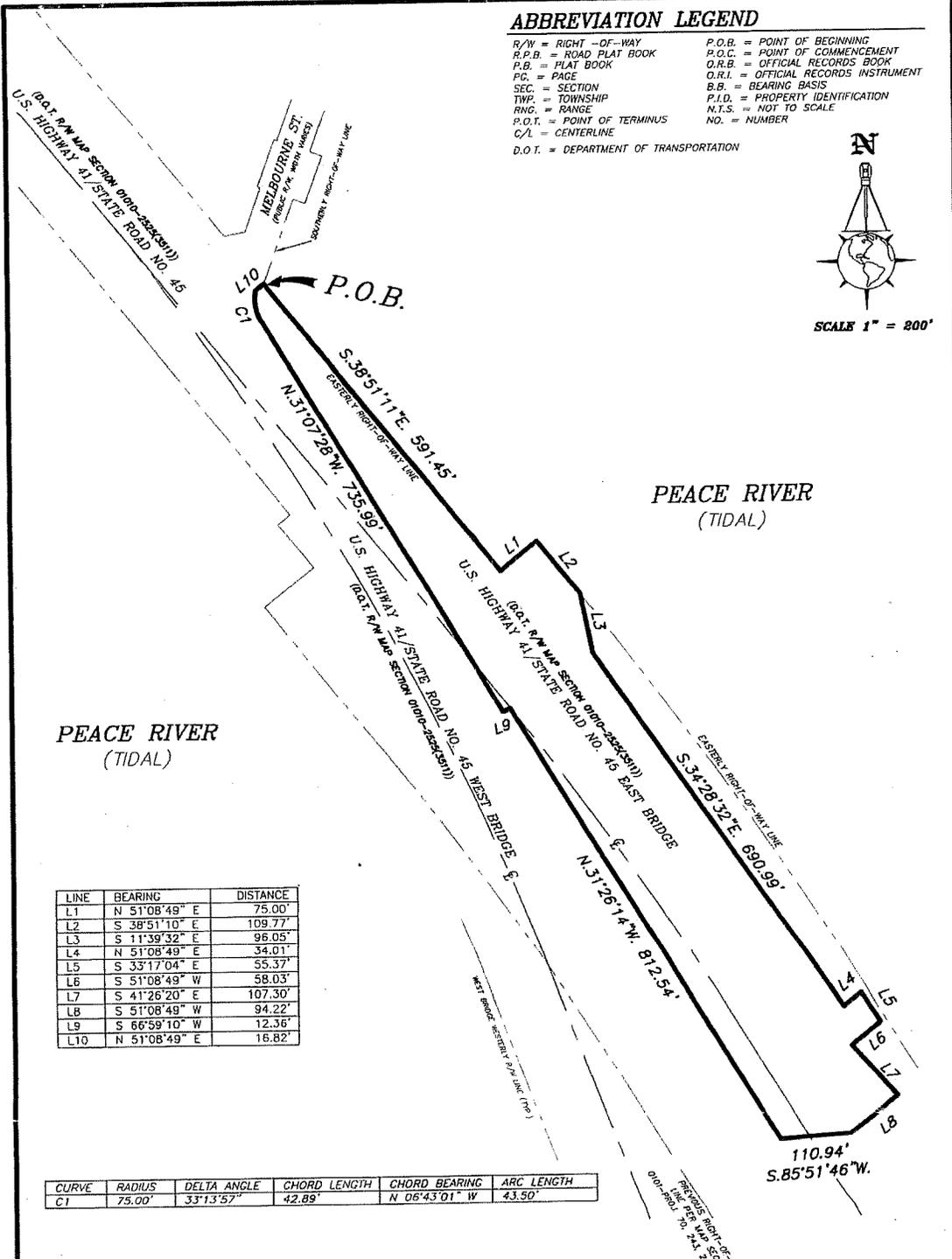
Exhibit A

ABBREVIATION LEGEND

- R/W = RIGHT-OF-WAY
- R.P.B. = ROAD PLAT BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- P.O.T. = POINT OF TERMINUS
- C/L = CENTERLINE
- D.O.T. = DEPARTMENT OF TRANSPORTATION
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- O.R.B. = OFFICIAL RECORDS BOOK
- O.R.I. = OFFICIAL RECORDS INSTRUMENT
- B.B. = BEARING BASIS
- P.I.D. = PROPERTY IDENTIFICATION
- N.T.S. = NOT TO SCALE
- NO. = NUMBER



SCALE 1" = 200'



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 51°08'49" E | 75.00' |
| L2 | S 38°51'10" E | 109.77' |
| L3 | S 11°39'32" E | 96.05' |
| L4 | N 51°08'49" E | 34.01' |
| L5 | S 33°17'04" E | 55.37' |
| L6 | S 51°08'49" W | 58.03' |
| L7 | S 41°26'20" E | 107.30' |
| L8 | S 51°08'49" W | 94.22' |
| L9 | S 66°59'10" W | 12.36' |
| L10 | N 51°08'49" E | 16.82' |

| CURVE | RADIUS | DELTA ANGLE | CHORD LENGTH | CHORD BEARING | ARC LENGTH |
|-------|--------|-------------|--------------|---------------|------------|
| C1 | 75.00' | 33°13'57" | 42.89' | N 06°43'01" W | 43.50' |

PREPARED FOR: CHARLOTTE HARBOR COMMUNITY REDEVELOPMENT
 FILE NO. 09-02-16/ SODREV
 DATE OF SKETCH: 6/01/11
 (REVISED 7/12/11)

SKETCH OF DESCRIPTION
 NOT A SURVEY

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

PAGE 1 OF 2

BGR *Keth* *Y08/11*
 B. GREGORY RIETH
 FLORIDA SURVEYOR & MAPPER REG'N NO. 5228
 DATE

STRAYER SURVEYING & MAPPING, INC.
 LICENSED SURVEYOR BUSINESS NO. 6639



742 Shamrock Boulevard Venice,
 Florida 34293
 (941) 496-9468
 (941) 624-4900
 Fax (941) 497-6186

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

www.strayersurveying.com

DESCRIPTION:

A PORTION OF U.S. HIGHWAY 41 (STATE ROAD NO. 45) RIGHT-OF-WAY, PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY, SECTION 01010-2525(3511)/0101-PROJ. 243, LYING IN SECTION 36, TOWNSHIP 40 SOUTH, RANGE 22 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41 (STATE ROAD NO. 45) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF MELBOURNE STREET, PER F.D.O.T. MAP SECTION 01010-2525(3511); THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) CALLS: S.38°51'11"E., 591.45 FEET; THENCE N.51°08'49"E., 75.00 FEET; THENCE S.38°51'10"E., 109.77 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, S.11°39'32"E., 96.05 FEET; THENCE S.34°28'32"E., 690.99 FEET; THENCE N.51°08'49"E., 34.01 FEET; THENCE S.33°17'04"E., 55.37 FEET; THENCE S.51°08'49"W., 58.03 FEET; THENCE S.41°26'20"E., 107.30 FEET; THENCE S.51°08'49"W., 94.22 FEET; THENCE S.85°51'46"W., 110.94 FEET; THENCE N.31°26'14"W., 812.54 FEET; THENCE S.66°59'10"W., 12.36 FEET; THENCE N.31°07'28"W., 735.99 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 75.00 FEET, A DELTA ANGLE OF 33°13'57", A CHORD BEARING OF N.06°43'01"W. AND A CHORD LENGTH OF 42.89 FEET; THENCE ON SAID CURVE, AN ARC LENGTH OF 43.50 FEET; THENCE N.51°08'49"E., 16.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 234,019 SQUARE FEET (5.372 ACRES), MORE OR LESS.

PAGE 2 OF 2

SKETCH OF DESCRIPTION
NOT A SURVEY



742 Shamrock Boulevard Venice,
Florida 34293
(941) 496-9488
(941) 624-4900
Fax (941) 497-6186

www.strayersurveying.com

STATUS OF ENVIRONMENTAL CERTIFICATION

Financial Project ID 428141-1-58-01
Proposal/Contract ID _____
Federal Aid No. TBD
Project Description Gateway Harbor Walk

Old US 41 bridge approach and abutment

This project is a Categorical Exclusion under 23 C.F.R. 771.117:

- This project is a Type 1 Categorical Exclusion under (23 CFR 771.117(c)) effective November 27, 1987 as determined on _____, and the determination remains valid.
- This project is a Programmatic Categorical Exclusion per FHWA, FTA, and FDOT Agency Operating Agreement executed on January 15, 2003 as determined on January 11, 2012, and the determination remains valid.

The environmental document for this project was a (check one):

- A Type 2 Categorical Exclusion under 23 C.F.R. 771.117(d) approved on _____,
- A Finding of No Significant Impact under 23 C.F.R. 771.121 approved on _____, or
- A Final Environmental Impact Statement under 23 C.F.R. 771.125 approved on _____.

A reevaluation in accordance with 23 C.F.R. 771.129 was (check one):

- Approved on _____
- Not required.

Signature: _____


Environmental Project Manager

Date: _____

1/11/2012



Florida Department of Environmental Protection

South District
P.O. Box 2549
Fort Myers, FL 33902-2549

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Mimi A. Drew
Secretary

October 6, 2010

PERMITTEE:

Danny Quick, P.E., County Engineer
Charlotte Harbor Community Redevelopment
Agency
7000 Florida Street
Punta Gorda, FL 33950
Dan.quick@charlottefl.com

RE: Charlotte County - PW
Notification of Use of General Permit
Gateway Harbor Walk
Permit No. 302719-001-DSGP
(Charlotte Harbor Water Assoc. WTP)
Charlotte Harbor EMA

Dear Mr. Quick:

In response to your request, this letter is to advise you that the Department has received your notice of intent to use a general permit as provided in Rule 62-555, Florida Administrative Code (F.A.C.) to construct an extension to a public water supply distribution system and does not object to your use of such general permit.

This authorization does not relieve you from the necessity of obtaining any and all other permits necessary. Specifically, this authorization does not constitute approval for work within wetland areas or alteration of mangroves subject to Chapters 373 and 403, F.S.

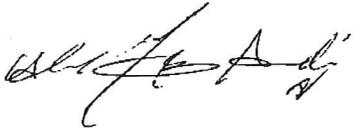
When any existing asbestos cement (AC) pipes are replaced under this permit, the permittee shall do so in accordance with the applicable rules of Federal Asbestos Regulation and Florida DEP requirements. For specific requirements applicable to AC pipes, the permittee should contact the Air and Waste Management section managers prior to commencing any such activities at (239) 332 6975. Please be aware that a notification is required to be submitted to the Department for a regulated project.

Please be advised that you are required to abide by all conditions in Rules 62-4.510 through 62-4.540, F.A.C., the general requirements for general permits, and Rule 62-555.405, F.A.C. This general permit will expire October 5, 2015. If the project has been

Dan Quick, P.E.
October 6, 2010
Page 2 of 2

started but is not complete by that time, a new permit must be obtained before the expiration date to continue work on the project per F.A.C. Rule 62-4.030.

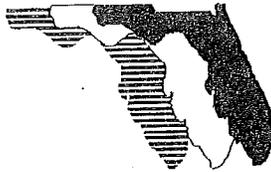
Sincerely,



Abdul B. Ahmadi, Ph.D., P.E.
Water Facilities Administrator

ABA/EJ/isc

cc: Peter T. Van Buskirk, P.E., peter.vanbuskirk@kimley-horn.com
Ajaya Satyal, FDEP, ajaya.satyal@dep.state.fl.us
Charles Emery, FDEP, charles.emery@dep.state.fl.us



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

October 12, 2011

Mr. Joseph Sullivan
Federal Highway Administration
545 John Knox Road, Suite 200
Tallahassee, FL 32303

Subject: Gateway Harbor Walk
Financial Project ID: 428141-1-58-01
Federal Aid Project ID: TBD
Section 106 Determination
Charlotte County, FL

Dear Mr. Sullivan:

OCT17 11 9:21AM

Charlotte County, in cooperation with the Florida Department of Transportation (FDOT), through the Local Agency Program (LAP) has prepared plans for the Gateway Harbor Walk project. This is a federally funded minor project within existing FDOT right-of-way. The proposed improvements include waterfront park improvements consisting of parking, restroom, stormwater management (dry retention pond), bulkhead reconstruction and sidewalk construction within the FDOT right-of-way that abuts the Barron Collier Bridge (#010092). Enclosed is a location map and site plan for the proposed improvements.

Two hardcopies copies and two CDs of the following information are enclosed for your review and coordination with the State Historic Preservation Officer (SHPO).

- An overall site plan showing the extent of the proposed work;
- An aerial showing the location of resources previously documented in the Florida Master Site File (FMSF) in proximity to the project;
- Previously recorded FMSF information (Cultural Resource Survey #8070; 8CH499; 8CH1831; and 8CH2061) and
- Gateway Harbor Walk 100% Plans (August 2011) on CD
- Site photos

The subject property is located in Section 36, Township 40S, Range 22E, south of the intersection of Tamiami Trail North and Melbourne Street in Charlotte County, Florida. The limits of the site can be described as FDOT right-of-way that abuts the Barron Collier Bridge (#0100092) bordered by the Peace River on the east, west, and south sides. Much of the land surface area now consists of deteriorated asphalt and compacted roadway base material. A remnant seawall surrounds the southern end of the abutment and intermittently along the eastern shoreline.

The site is presently used as an undesignated parking area for visitors who fish or enjoy the view of Charlotte Harbor. Former improvements on commercial properties, which are located north of the site, were demolished as a result of Hurricane Charley, and the properties are currently vacant. The proposed project activities will occur within the subject area described above.

The project area of potential effect (APE) includes the existing FDOT right-of-way that abuts the Barron Collier Bridge (#010092). No additional right-of-way is required to construct the improvements. Since this is a minor project type that meets the Agency Operating Agreement (August 15, 2003), project type B.3 (bicycle and pedestrian facilities), a desktop review and site visit were conducted. Based on a review of the FMSF database, there are no resources within the APE that are listed or eligible for listing on the National Register of Historic Places (NRHP). Several resources were identified in the FMSF in proximity to the proposed project. These resources include 8CH499 (Northside Drive Midden), 8CH1831 (Harbor Town Local Historic District) and 8CH02061 (US 41 Tamiami Trail Linear Resource). See enclosed aerial showing the location of resources previously documented in the FMSF in proximity to the project. CS
OK

Following is a brief description of the previously recorded resources. FMSF information for each is enclosed with this letter. 8CH499 (Northside Drive Midden) is approximately 1400 feet north of the subject site. Based on a review of data obtained from SHPO's FMSF, the midden is located under several homes on Northside Drive and Melbourne Street along the Peace River shoreline. This site was last evaluated in 2002 as part of a cultural resource assessment survey conducted for the Preserve at Charlotte Harbor. The 2002 survey was located northeast of the Gateway Harbor Walk project (see enclosed Survey #8070). As part of the 2002 coordination, the SHPO did not make a determination on eligibility in the NRHP due to insufficient information being available. The proposed project is not located near this resource and there will be no impacts to this resource. OK

8CH1831 (Harbor Town Local Historic District) is located northwest of the subject site and includes several historic structures. The limits of the historic district extend into a small portion of the project's APE, at the northern end, but there are no historic structures within or adjacent to the project's APE. There are a number of historic structures identified that are contributing or potentially contributing properties to the local historic district, but all are located several blocks northwest of the project area. The Resource Group Form prepared for the historic district indicates that the properties identified in the 8CH1831 resource group lack architectural distinction or significant historical association necessary for inclusion in the NRHP. The SHPO has not evaluated this resource group but none of the contributing or potentially contributing resources would be impacted by the proposed project.

8CH2061 (US 41 Tamiami Trail Linear Resource) appears to be located within the foot print of the Barron Collier Bridge (#010092). According to the Resource Group Form, US 41 Tamiami Trail is not eligible for listing on the NRHP because the road does not possess significant historical significance or integrity. The SHPO has not evaluated this resource group but there are no impacts proposed to the Barron Collier Bridge (#010092). OK
BCB is US 41 TTR

On February 16, 2009 Mike Kiefer, Environmental Project Manager for Kimley-Horn and Associates Inc. (Vero Beach, Florida office) visited the project site and documented the existing conditions as displayed on the photographs.

Based on the review of existing data, FDOT believes that the project, due to its nature and location, should have no effect on significant cultural resources. As per Section 106 of the National Historic Preservation Act of 1966 (as amended) and Chapter 267 F.S., the enclosed information is being provided for your review and concurrence that the proposed project should have no effect on significant cultural resources that are listed or potentially eligible for listing in the NRHP. If your office concurs with this

determination, please forward one copy of the enclosed information to the SHPO for their review and concurrence.

If you have any additional questions or if I may be of assistance please contact me at 863-519-2255.

Sincerely,



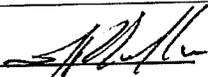
Brooke Botterill
Environmental Project Manager

The FHWA finds the attached cultural resources information complete and sufficient and X approves/ does not approve the above recommendations and findings.

The FHWA requests the SHPO's opinion on the sufficiency of the attached information and the SHPO's opinion on the recommendations and findings contained in this cover letter and in the comment block below.

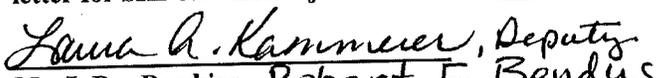
FHWA Comments:

| |
|---|
| Previous Cultural resource surveys have not identified resources within the project area. The proposed project, as presented, should have no adverse effect on nearby cultural resources or districts |
| |
| |

fc/s/ 
Martin C. Knopp
Division Administrator, Florida Division
Federal Highway Administration

11-4-11
Date

The Florida State Historic Preservation Officer finds the attached cultural resource information complete and sufficient and concurs with the recommendations and findings provided in this cover letter for SHPO/DHR Project file number 2011-4877.

ja 
~~Ms. Judee Dawkins~~ Robert F. Bendus
Acting State Historic Preservation Officer
Florida Division of Historical Resources

11-23-2011
Date

Enclosures

cc: B.S.B. Murthy, FHWA
Roy Jackson, FDOT/CEMO
Mark Schulz, FDOT
Kelly Slaughter, Charlotte County
Peter Vanbuskirk, Kimley-Horn and Associates, Inc.
Marion Almy, ACI



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal
Opportunity
Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

May 31, 2012

Charlotte County Public Works
Attn: Danny Quick, P.E.
7000 Florida Street
Punta Gorda, FL 33950

Subject: **Notice of Final Agency Action for Approval
ERP General for Minor Surface Water Systems**

Project Name: Charlotte County - Gateway Harbor Walk
App ID/Permit No: 656517 / 46040892.000
County: CHARLOTTE
Sec/Twp/Rge: S36/T40S/R22E

Dear Permittee(s):

This letter constitutes notice of Final Agency Action for **approval** of the permit referenced above. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described in the enclosed Notice of Rights.

Approved construction plans are part of the permit, and construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notice of agency action, as well as a noticing form that can be used is available from the District's website at www.WaterMatters.org/permits/noticing.

If you publish notice of agency action, a copy of the affidavit of publishing provided by the newspaper should be sent to the Regulation Division at the District Service Office that services this permit.

If you have questions, please contact Steven Lopes, at the Tampa Service Office, extension 6506. For assistance with environmental concerns, please contact Tasha Bowers, extension 6538.

Sincerely,

Michelle K. Hopkins, P.E.

Environmental Resource Permit Bureau

Enclosures: Approved Permit w/Conditions Attached
Statement of Completion
Notice of Authorization to Commence Construction
Notice of Rights

cc: Florida Dept of Transportation - District 1
Peter T. Van Buskirk, P. E., Kimley-Horn & Association, Inc.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
GENERAL FOR MINOR SYSTEMS
PERMIT NO. 46040892.000**

EXPIRATION DATE: May 31, 2017

PERMIT ISSUE DATE: May 31, 2012

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapters 40D-4 and 40D-40, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Charlotte County - Gateway Harbor Walk

GRANTED TO: Charlotte County Public Works
Attn: Danny Quick, P.E.
7000 Florida Street
Punta Gorda, FL 33950

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorizes the construction of a surface water management system serving a 3.03-acre public recreation area. The site is located on the east side of northbound Tamiami Trail (US 41) at the north end of the Peace River Bridge, in Charlotte County, Florida. Water quality treatment will be provided by a proposed 0.18 acre on-line treatment system (dry retention pond). Pursuant to Basis of Review 3.3.1.4 the surface water management system has been designed to cause net improvement to the receiving waterbodies (Peace River WBID Nos. 2056A, 2056B and 2056B) for nutrients, iron and mercury. The project proposes impacts of less than 100 square feet for the installation of a mitered end section above the mean high water line on the Peace River. The proposed activities do not cause significant adverse impacts to occur individually or cumulatively.

OP. & MAIN. ENTITY: Charlotte County Public Works

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: CHARLOTTE

SEC/TWP/RGE: S36/T40S/R22E

**TOTAL ACRES OWNED
OR UNDER CONTROL:** 3.03

PROJECT SIZE: 3.03 Acres

LAND USE: Government

DATE APPLICATION FILED: October 27, 2011

AMENDED DATE: N/A

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to the Regulation Department at the District Service Office that services this permit. The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.
3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Regulation Department at the District Service Office that services this permit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C., and signed, dated, and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:

surface water areas

limits of approved surface water impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.
7. All surface water boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District.
8. All construction is prohibited within the permitted project area until the Permittee acquires legal ownership or legal control of the project area as delineated in the permitted construction drawings.
9. For dry bottom retention systems, the retention area(s) shall become dry within 72 hours after a rainfall event. If a retention area is regularly wet, this situation shall be deemed to be a violation of this permit.

10. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule: for systems utilizing retention the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.
11. Certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341 is waived.
12. The District, upon prior notice to the Permittee, may conduct on-site inspections to assess the effectiveness of the erosion control barriers and other measures employed to prevent violations of state water quality standards and avoid downstream impacts. Such barriers or other measures should control discharges, erosion, and sediment transport during construction and thereafter. The District will also determine any potential environmental problems that may develop as a result of leaving or removing the barriers and other measures during construction or after construction of the project has been completed. The Permittee must provide any remedial measures that are needed.
13. This permit is issued based upon the Permittee's certification that the surface water management system meets all applicable rules and specifications, including the Conditions for Issuance of Permits provided in Rule 40D-40.301(1), F.A.C. If at any time it is determined by the District that the Conditions for Issuance have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

Michelle K. Hopkins, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:
 - a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.
 - b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.
4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume dis-charged from the property or into surface waters of the state.
6. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.

7. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
8. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
9. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
10. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
11. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
12. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.
13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
14. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.
15. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the

District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.

17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.
18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.
19. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.
20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
21. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.
24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.
25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION

Charlotte County - Gateway Harbor Walk

PROJECT NAME

Government

PROJECT TYPE

CHARLOTTE

COUNTY

S36/T40S/R22E

SEC(S)/TWP(S)/RGE(S)

Charlotte County Public Works

PERMITTEE

APPLICATION ID/PERMIT NO: 656517 / 46040892.000

DATE ISSUED: May 31, 2012



Michelle K. Hopkins, P.E.

Issuing Authority

THIS NOTICE SHOULD BE CONSPICUOUSLY
DISPLAYED AT THE SITE OF THE WORK

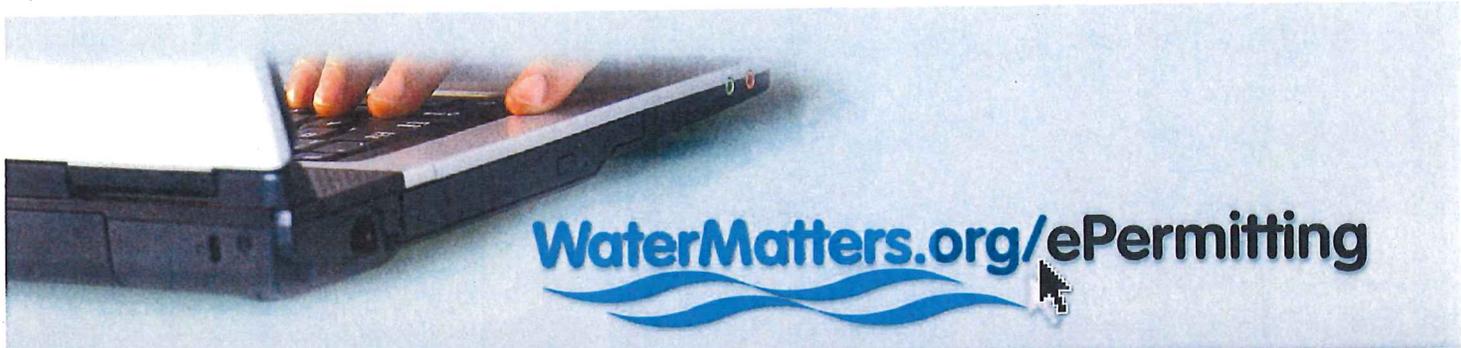
Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of agency action on a consolidated application for an environmental resource permit and use of sovereignty submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28.106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 US Hwy. 301, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 987-6746. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by final District action may seek judicial review of the District's final action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.



quick facts on... Getting to Know e-Permitting

To improve customer service for environmental resource, water use and well construction permit applicants, the Southwest Florida Water Management District (District) has launched an extensive online application and permit information system. Site users will have faster access to up-to-date permitting information and can complete and manage many different types of applications online.

Benefits for Everyone

The District's e-permitting system, located at WaterMatters.org/ePermitting, is the online system and database where anyone can access details about pending and issued permits. No account is needed to access this information.

Application and/or permit searches can be conducted using the permit or application number, project name, county, or date range. Information about District permit types, criteria, rules and forms is also available.

Additional Services for e-Permitting Account Holders

Residents who register with the District's e-permitting system are considered account holders. This registration is easy and free and can be done by both permit holders and non-permit holders. Once registered, account holders can use additional helpful online features. These include the ability to:

- Submit environmental resource, water use and well construction applications
- Submit additional application details or application changes
- Submit information about permit compliance
- Request permit transfers when property ownership changes
- Calculate permitting fees automatically
- Subscribe to receive notifications of newly received applications

Fee Payment for Permit Applicants

The system accepts online fee payments for new applications. Electronic checks, Visa, Discover, American Express and MasterCard are accepted. As of March 2011, a convenience fee for paying online via a credit card will no longer be charged to the applicant.

Registering for an e-Permitting Account

To create an e-permitting account and access additional services, visit the District's web site at WaterMatters.org/ePermitting. Select the appropriate permit type and click on the permit portal to register.

e-Permitting Noticing Service

e-Permitting account holders can subscribe to receive information about new applications or agency action by email. Go to WaterMatters.org/ePermitting and click "Permit noticing by email." After you register, you can select the criteria for information you would like to receive. If any activities meet your criteria, you will receive an email twice a week with links to the information you requested.

For More Information

Detailed instructions for effectively navigating and using the application and permit information database and submitting permit applications online are available by selecting "Help" once in the application. Free training is available upon request.

For additional questions about using the District's e-permitting tools, send an email to ePermitting@WaterMatters.org.

Southwest Florida
Water Management District

Brooksville Headquarters

2379 Broad Street
Brooksville, Florida 34604-6899
(352) 796-7211 or
1-800-423-1476 (FL only)
On the Internet WaterMatters.org

Bartow Service Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office

6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office

7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)



STATEMENT OF COMPLETION AND REQUEST FOR TRANSFER TO OPERATION ENTITY

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
(352) 796-7211 OR FLORIDA WATS 1 (800) 423-1476

Within 30 days after completion of construction of the surface water management system, the owner or authorized agent must submit the original plus one copy of this form and two complete sets of certified as-built drawings for the surface water management system structures and appurtenances. Upon receipt, this Statement of Completion will be reviewed and the system may be inspected for compliance with the approved permit and as-built drawings. The operation phase of this permit is effective when the Statement of Completion form is signed by an authorized District representative.

1. SURFACE WATER MANAGEMENT SYSTEM INFORMATION:

Permit No.: _____ County: _____
Project Name: _____ Permittee: _____
Address: _____
City, State, Zip: _____ Telephone: (____) _____

2. I HEREBY CERTIFY THAT (please choose accurately and check only one box):

- A. At the time of final inspection, the surface water management system was completed substantially in accordance with the permitted construction plans and information. Any minor deviations from the permitting plans and specifications will not prevent the system from functioning in compliance with the requirements of Chapters 40D-4 and 40D-40, Florida Administrative Code (F.A.C.). (The as-built drawings and information submitted to the District shall confirm this certification.)
- B. At the time of final inspection, the system was NOT completed in substantial conformance with the permitted construction plans and information. (The registered professional engineer shall describe the deviation(s) in writing, and provide confirming depiction on the as-built drawings and information.)

This certification shall be verified by TWO COPIES of attached "as-built" drawings (as-built drawings must be signed, dated and sealed by a Florida Registered Professional Engineer or Professional Land Surveyor and Mapper, as required by State Law).

By: _____ Name (please type) _____ Fla. P.E. Reg. No. _____
Signature of Engineer of Record

• AFFIX SEAL •

Company Name

Date: _____ Company Address _____
mm/dd/yyyy

Phone: (____) _____
City, State, Zip

AS-BUILT DRAWINGS AND INFORMATION CHECKLIST

Following is a list of information that is to be verified and submitted by the Engineer of Record in support of the Statement of Completion.

1. On behalf of the permittee, the Engineer shall certify that:

a. At the time of final inspection, the surface water management system was completed substantially in accordance with the permitted construction plans and information. Any minor deviations from the permitting plans and specifications will not prevent the system from functioning in compliance with the requirements of Chapters 40D-4 and 40D-40, F.A.C. (The as-built drawings and information submitted to the District shall confirm this certification.); or

b. At the time of final inspection, the system was NOT completed in substantial conformance with the permitted construction plans and information. (The registered professional engineer shall describe the deviation(s) in writing, and provide confirming depiction on the as-built drawings and information.)

2. The Engineer's certification shall be based upon on-site observation of construction (scheduled and conducted by the professional engineer of record or by a project representative under direct supervision) and review of as-built drawings, with field measurements and verification as needed, for the purpose of determining if the work was completed in accordance with original permitted construction plans, information and specifications.

3. The as-built drawings are to be based on the District permitted construction drawings revised to reflect any changes made during construction. Both the original design and constructed condition must be clearly shown. The plans need to be clearly labeled as "as-built" or "record" drawings. As required by law, all surveyed dimensions and elevations required shall be verified and signed, dated and sealed by a Florida registered professional surveyor and mapper or professional engineer. The following information, at a minimum, shall be verified on the as-built drawings, and supplemental documents if needed:

a. Discharge structures - Locations, dimensions and elevations of all, including weirs, orifices, gates, pumps, pipes, and oil and grease skimmers;

b. Side bank and underdrain filters, or exfiltration trenches - locations, dimensions and elevations of all, including clean-outs, pipes, connections to control structures and points of discharge to receiving waters;

c. Storage areas for treatment and attenuation - dimensions, elevations, contours or cross-sections of all, sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems;

d. System grading - dimensions, elevations, contours, final grades or cross-sections to determine contributing drainage areas, flow directions and conveyance of runoff to the system discharge point(s);

e. Conveyance - dimensions, elevations, contours, final grades or cross-sections of systems utilized to divert off-site runoff around or through the new system;

f. Water levels - existing water elevation(s) and the date determined;

g. Benchmark(s) - location and description (minimum of one per major water control structure); and

h. Wetland mitigation or restoration areas - Show the plan view of all areas, depicting a spatial distribution of plantings conducted by zone (if plantings are required by permit), with a list showing all species planted in each zone, numbers of each species, sizes, date(s) planted and identification of source of material; also provide the dimensions, elevations, contours and representative cross-sections depicting the construction.

4. Submit the final subdivision plat or other legal documents, as recorded in the county public records, showing dedicated rights-of-way, easement locations and special use areas that are reserved for water management purposes and continuing operation and maintenance.

5. Additional information will be shown on the as-built drawings or otherwise provided as needed to verify and support the Statement of Completion (example: home owners association final documents, and other items required by permitting conditions.)