



Florida Department of Environmental Protection

South District
Post Office Box 2549
Fort Myers, Florida 33902-2549
SouthDistrict@dep.state.fl.us

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Permittee/Authorized Entity:
VRE North Captiva, LLC
100 South Brentwood Boulevard
St. Louis, MO 63105

Construction of a 6-Slip Commercial Marina

Authorized Agent:
Innovative Marine Structures
7571 Sawyer Circle
Port Charlotte, FL 33981
tom@innovativemarinefl.com

**Environmental Resource Permit
State-owned Submerged Lands Authorization –Granted Pending Document
Execution**

**U.S. Army Corps of Engineers Authorization –Separate Corps Authorization
Required**

Permit No.: 0206808-002-EI
Lease File No.: 360353355

**Permit Issuance Date: February 20, 2018
Permit Construction Phase Expiration Date: February 20, 2023**

Consolidated Environmental Resource Permit and State-owned Submerged Lands Authorization

Permittee: VRE North Captiva, LLC

Permit No: 0206808-002-EI

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 4400 Point House Trail (Parcel ID#: 0545211500000.0150), Captiva, Florida 33924, in Section 5, Township 45 South, Range 21 East in Lee County.

PROJECT DESCRIPTION

The permittee is authorized to construct a 600-square foot open air pavilion, shell path and boardwalk in uplands and a 1,237-square foot, 6-slip commercial marina in Safety Harbor, a Class II, Outstanding Florida Waterbody, Prohibited for Shellfish Harvesting, part of Pine Island Sound Aquatic Preserve. Those activities include the preemption of 4,652.33 square feet of state-owned sovereignty submerged lands. Authorized activities are depicted on the attached exhibits.

To offset unavoidable impacts that will occur from these authorized activities, the permittee shall purchase 0.01 forested saltwater credits from Little Pine Island Mitigation Bank.

To satisfy public interests requirements, the permittee shall donate \$10,000 to the Aquatic Preserve Society, Inc. for the partial funding of a prop scar mapping project and the purchase of two YSI water quality sondes.

AUTHORIZATIONS

6-slip Commercial Marina

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S.

As staff to the Board of Trustees under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a lease modification, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

The final documents required to execute the lease modification will be sent to the permittee by the Department's Division of State Lands for execution. The Department intends to issue the lease modification upon satisfactory execution of those documents, including payment of required fees. **You may not begin construction of the activities described until you receive a copy of the executed lease from the Department.**

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **may be required** from the Corps. A copy of your permit application has been forwarded to the Corps for their review. **The Corps has assigned file number 2002-7961 to your project.** The Corps will issue their authorization directly to you or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date your application was received at the local FDEP Office, contact the Corps at the Fort Myers ACOE Regulatory office, 239-334-1975, for status and further information. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT and SOVEREIGNTY SUBMERGED LANDS CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**

- **The General Conditions**
- **The General Conditions for Sovereignty Submerged Lands Authorization**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS – ADMINISTRATIVE

1. All required submittals, such as certifications, monitoring reports, notifications, etc., shall be submitted to the Florida Department of Environmental Protection, South District Office, Submerged Lands and Environmental Resource Permitting, P.O. Box 2549, Fort Myers, FL 33902-2549 or via e-mail to FTMERP_Compliance@dep.state.fl.us. All submittals shall include the project name and indicated permit number when referring to this project.

Note: In the event of an emergency, the Permittee should contact the Department by calling (800)320-0519. During normal business hours, the permittee should call (239)344-5600.

SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION

2. **Prior to the initiation of any work authorized by this permit**, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed to surround the project site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.

3. Turbidity levels outside the construction area shall not exceed ambient within Fish Trap Bay, an Outstanding Florida Waterbody and part of Estero Bay Aquatic Preserve. The following measure shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site, exceed ambient within Fish Trap Bay:

- Immediately cease all work contributing to the water quality violation;
 - Stabilize all exposed soils contributing to the turbidity violation, modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices;
- and

c. Notify the DEP South District Office within 24 hours of the time the violation is first detected.

4. The project shall comply with applicable State Water Quality Standards, namely:
Rule 62-302.500, F.A.C. – Surface Waters: Minimum Criteria, General Criteria;
Rule 62-302.530, F.A.C. – Table: Surface Water Quality Criteria;
Rule 62-302.700, F.A.C. – Special Protection, Outstanding Florida Waters, Outstanding Natural Resource Waters

5. If a barge is used to construct the docking structure, the permittee shall ensure at least one foot of clearance is maintained between the deepest draft of the barge and the bottom at all times. The permittee shall also ensure that the barge does not impact resources during construction activities.

6. All CCA-treated pilings associated with the permitted structure shall be wrapped with impermeable plastic or PVC sleeves in such a manner as to reduce the leaching of deleterious substances from the pilings. The sleeves shall be installed concurrently with the installation of the pilings, shall extend from at least 6” below the level of the substrate to at least 1’ above the seasonal high-water line, as shown in the permit drawings and shall be maintained over the life of the facility. All future replacement pilings shall be non-CCA-leaching (recycled plastic, concrete, greenheart, or wrapped with impermeable plastic or PVC sleeves.

7. There shall be no overboard discharges of trash, human or animal waste, or fuel from the dock.

8. The Permittee shall install handrails along the landward side of the terminal platform and a no mooring sign to prohibit mooring over seagrasses.

SPECIFIC CONDITIONS-PUBLIC INTEREST and MITIGATION

9. **Prior to the commencement of construction**, the permittee shall donate \$10,000 to the Aquatic Preserve Society, Inc., 630 Oak Park Road, Sopchoppy, FL 32358. The Permittee shall donate \$3,500 for the partial funding of a prop scar mapping project as proposed in the attached scope of work and \$6,500 for the purchase of two YSI water quality sondes.

10. **Prior to commencement of construction**, the Permittee shall mitigate for the 0.001 acres of forested saltwater wetland impacts by the purchase of 0.01 credits of forested saltwater wetlands from Little Pine Island Wetland Mitigation Bank Mitigation Bank, 13041-2 McGregor Blvd, Fort Myers, FL 33919. **Within 10 days of purchase**, the Permittee shall provide the Department with documentation that 0.01 credits have been deducted from the credit ledger of the bank.

SPECIFIC CONDITIONS – OPERATIONS

11. Liveaboards shall be prohibited at the docking facility. A liveaboard shall be defined as a vessel docked at the facility that is inhabited by person or persons for any five consecutive days or a total of ten days within a thirty-day period.

12. For the life of the facility, the permittee shall implement the attached Marina Management Plan (or a Department approved modification of the same) that addresses, at a minimum, the following: education programs, boat maintenance and repair, dock construction, organic accumulations, fuel/oil spill containment, and hazardous waste management. A violation of the above referenced Marina Management Plan is a direct violation of this permit. Modifications to this plan may be made upon written agreement by both parties.

13. The discharging of marine sewage, combustible or other hazardous materials shall be strictly prohibited at this facility. This prohibition includes any discharges or release of oils or greases associated with engine and hydraulic repairs and related metal based bottom paints associated with hull scraping, cleaning, and painting. Minor in-water repairs and boat maintenance that will not cause or contribute to the release of water pollutants and which are performed by owners or qualified marine mechanics are allowed.

14. All vessels that moor, dock, or otherwise use the permitted docking facility shall be maintained in a fully operational condition.

SPECIFIC MANATEE PROTECTION CONDITIONS

15. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with, and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

16. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.

17. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers shall not impede manatee movement.

18. All on-site project personnel are responsible for observing water-related activities for the presence of manatees. All in-water operations, including vessels, shall be shutdown if a manatee comes within 50 feet of the operation. Activities shall not resume until every manatee has moved beyond the 50-foot radius of the project operation, or until 30 minutes has elapsed wherein a manatee has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.

19. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida.

20. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used. One sign measuring at least 3 ft. by 4 ft. which reads *Caution: Manatee Area* must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Please see the Florida Fish and Wildlife Conservation Commission website for information on how to obtain appropriate signs: http://www.myfwc.com/docs/WildlifeHabitats/Manatee_EducationalSign.pdf

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex “Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit” [Form 62-330.310(3)]; or
 - b. For all other activities “As-Built Certification and Request for Conversion to Operational Phase” [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and
- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. 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 Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S. and Chapter 258, F.S.

1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.
2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.
4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.
5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.
6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.
7. Structures or activities will not create a navigational hazard.
8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.
9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.
10. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

11. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

12. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

13. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Lee County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jon M. Iglehart
District Director
South District Office

JMI/ctf

Attachments:

10 project drawing(s)
Marina Management Plan
Oyster mapping project scope of work
'Post Issuance' forms: <http://www.dep.state.fl.us/water/wetlands/erp/forms.htm>

Copies furnished to:

U.S. Army Corps of Engineers, Fort Myers Corps File # 2002-7961, fdep.other@usace.army.mil
Florida Coastal Office, Mary.McMurray@dep.state.fl.us
Lee County Property Appraiser, dataservices@leepa.org
DEP, Office of General Counsel agency_clerk@dep.state.fl.us
FWC, Imperiled Species Management Section, fwcconservationplanningservices@myfwc.com
Kathy Griffin, Division of State Lands, BOT # 362340975, Kathy.Griffin@dep.state.us
Florida Department of State, Division of Historical Resources, compliancepermits@dos.myflorida.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit and authorization to use sovereignty submerged lands, including all copies, were mailed before the close of business on **February 20, 2018**, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52(7), F.S., with the designated Department clerk, receipt of which is hereby acknowledged.


Clerk

February 20, 2018
Date



January 5, 2017

Melynda Brown, Manager
Charlotte Harbor Aquatic Preserves
12301 Burnt Store Road
Punta Gorda, Florida 33955

**REF: Propeller Scar Mapping
Five Aquatic Preserves**

Melynda:

Quantum Spatial, Inc. (QSI) is pleased to present this proposal to provide Propeller Scar (Prop Scar) mapping for the areas outlined in your January 3, 2017 email. It is understood, existing imagery from 2014 will be provided by the Southwest Florida Water Management District and South Florida Water Management District, and no new imagery will be required.

QSI will review the metadata provide by you for the 2003 prop scar mapping completed by Florida Fish & Wildlife Research Institute (FWRI) to determine the procedures and methodologies utilized in 2003, QSI will attempt (if feasible) to mimic these in the current mapping.

QSI is prepared to map the prop scar data at a minimum of one quarter (¼) acre polygons. These prop scar polygons will be assigned a value of light, medium or heavy and an overall shape file will be developed.

At the completion of the mapping, a comparison between the current prop scar levels and the levels outlined in the 2003 FWRI mapping will be made and submitted in a short narrative report showing increases, decreases and/or stable conditions for each of the five segments.

Our fee for this effort will be as follows:

• Research and Obtain Historic and Current Data	\$ 2,344.97
• PI Efforts Pine Island	\$ 3,415.05
• PI Efforts Matlacha Pass	\$ 2,612.49
• PI Efforts Lemon Bay	\$ 1,809.93
• PI Efforts Gasparilla Sound	\$ 2,880.01
• PI Efforts Cape Haze	\$ 3,415.05
• Final Report	<u>\$ 3,481.78</u>

Total Fee	\$ 19,959.28
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Melynda Brown, Manager
January 5, 2017
Page Two

The five aquatic preserves are show below:

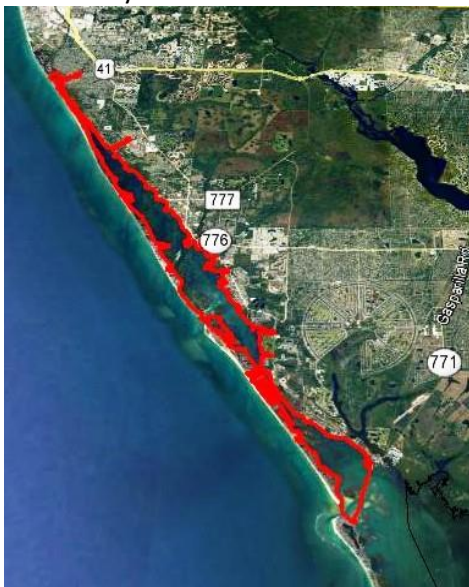
Pine Island



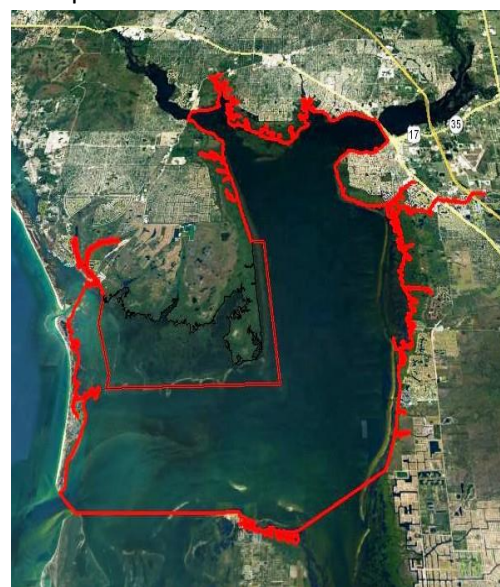
Matlacha Pass



Lemon Bay



Gasparillo Sound





Melynda Brown, Manager

January 5, 2017

Page Three

Cape Haze



Should the above proposal be acceptable please contact Quantum Spatial and we can enter into discussion of the contracting vehicle and format.

Please do not hesitate to contact us at any time to further outline this effort.

Very truly yours;
QUANTUM SPATIAL, INC.

Nickolas R. Fusco, PSM, PLS
Vice President

CC: File



PROFESSIONAL SERVICES AGREEMENT STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Quantum Spatial cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by Client are specifically objected to.
2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined. Quantum Spatial will promptly provide Client with an amendment to this Agreement to recognize such change, which shall be deemed approved if not objected to within 15 days of receipt by Client.
3. **SAFETY.** Quantum Spatial has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Quantum Spatial specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Quantum Spatial employees.
4. **DELAYS.** If events beyond the control of Client or Quantum Spatial, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 90 days, Quantum Spatial shall be entitled to an equitable adjustment in compensation.

In the event Quantum Spatial is delayed by Client and such delay exceeds 30 days, Quantum Spatial shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay Quantum Spatial for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. **INSURANCE.** Quantum Spatial will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and Quantum Spatial's business, requirements. Certificates evidencing such coverage will be provided to Client upon request.



7. **INDEMNITIES.** To the fullest extent permitted by law, Quantum Spatial shall indemnify and save harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of Quantum Spatial, its agents or employees.

8. **LIMITATIONS OF LIABILITY.** To the fullest extent permitted by law, Quantum Spatial's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Quantum Spatial's negligence, errors, omissions, strict liability, or breach of contract shall not exceed, either (a) the total compensation received by Quantum Spatial under this Agreement, or (b) reperformance of the defective services by Quantum Spatial at no cost to Client.

No employee or agent of Quantum Spatial shall have individual liability to Client.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL Quantum Spatial BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

9. **ACCESS.** Client shall provide Quantum Spatial safe access to any premises necessary for Quantum Spatial to provide the Services.

10. **OWNERSHIP AND REUSE OF PROJECT DELIVERABLES.** All documents delivered by Quantum Spatial to Client become the property of the Client. These documents and materials could include positive or negative film, contact prints and enlargements of aerial photography, digital map files, digital terrain/elevation models, maps, or inked tracings

These documents and materials shall not be released or made available by Quantum Spatial to any third party or used for other purposes at any time without the written approval of the Client.

Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client of any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Quantum Spatial for the specific purpose intended, shall be at the Client's risk. Client agrees to defend, indemnify, and hold harmless Quantum Spatial from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client.

11. **MATERIAL ADVERSE EFFECT.** This agreement may be amended if an event, change, or effect creates a material adverse effect upon the operation of Quantum Spatial. Such material adverse effect may be created by, or be the effect of acts of, terrorism or war (whether declared or not declared) which materially impair Quantum Spatial's ability to operate its business in accordance with the standard of professional practice ordinarily exercised by our profession and which formed the basis of this agreement.

12. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

13. **ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

14. **STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for payment of fees due Quantum Spatial and claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.



15. **PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.
16. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
17. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.
18. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
19. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

VRE North Captiva, LLC
Ancient Beach Landing Dock
Marina Management Plan
May 2017

Introduction:

The project consists of a 6-slip private docking facility located within North Captiva, owned and operated by VRE North Captiva, LLC, (Owner)

This marina management plan (MMP) is a program for the management of the docking facility. The MMP is a guide used to eliminate the potential discharge of pollutants into the waters of the state.

The MMP and regulation of activities on the dock are paramount to maintaining water quality standards. It is the owner's intent to eliminate potential impacts to water quality within the waterbody. It is recognized that this is necessary for the promotion of healthy aquatic plant and animal life as well as public health.

It is the responsibility of the owner to implement all provisions of the MMP. To provide the Florida Department of Environmental Protection (DEP) reasonable assurance that state water quality standards will be met, the MEP mimics the goals and objectives of the Florida Clean Marina Program and assures compliance with the DEP permit issued for the dock construction.

Enforcement:

It is the responsibility of the owner, or successor in title, for the protection and maintenance of water quality standards originating from the marina. It is the responsibility of the owner to identify pollution sources within the marina that may result in water quality violations, and to take appropriate actions to prevent such occurrences.

It is the owner's responsibility to monitor all boaters using the marina on an ongoing basis. Upon observation of any non-compliance with the provisions of the MMP, the owner will serve a written and/or verbal "caution" statement to the boater informing him of the infraction. A second infraction shall result in a written "warning" notice informing the boater of a second infraction. A third infraction will result in an immediate "termination" of use of the slip, and the boater will be given sufficient time to remove the vessel from the marina. Infractions do not have to be identical and separate notices are cumulative. All caution, warning, and termination notices shall be documented in the marina log, including the reason for the infraction. Copies of such notices resulting from violations of the restriction conditions of this agreement shall be forwarded to the DEP office in Fort Myers.

Violations:

The owner reserves the right to identify any offender causing a violation within the marina, and to name said offender in any enforcement action taken by the DEP. The owner acknowledges that it has the duty to monitor its patrons to ensure their compliance with the MMP conditions and requirements. Should the owner fail to enforce or improperly monitor the MMP with respect to the activities of its patrons,

then the owner acknowledges its responsibility and liability for violations of DEP rules, statutes, and water quality standards. Nothing herein shall be construed to waive any defenses provided to the owner in chapters 403 and 376, Florida statutes, in any enforcement action brought by the DEP.

Marina Activities:

All 6 slips will be commercial in use. Fueling facilities and the sale of petroleum products will be prohibited. Minor commercial activities and vessels will be authorized to use the docks for the purpose of water taxis. Major repairs or refitting of vessels, including any activity that could result in a disposition of any petroleum products into Safety Harbor are strictly prohibited.

Sewage Pump out:

There will be no sewage pump out facilities at the marina. No discharge of sewage or other pollutants within the marina is allowed. Any discharge into the marina is a violation of the MMP and shall constitute a violation and require enforcement as defined in the MMP.

Discharge of Waste or other Materials:

State and Federal law prohibits discharge of any fluids, wastes, or other materials, regardless of nature, except for clean bilge water or properly treated wastewater. Illegal discharges into the waterbody would adversely impact public health. If the owner observes any such discharge in the marina, the will immediately notify the DEP or call the State Warning Point number (1-800-320-0519). In the event of an accidental discharge in the marina, the vessel captain or operator is to notify the owner immediately to ensure action will commence to contain the spilled/discharged material.

Fuel/Oil spill Prevention:

A spill response kit containing one hundred (100) square feet of absorbent material and no less than one hundred fifty feet (150) of containment boom will be located on the upland adjacent to the base of the dock and will be immediately notify DEP of any pollution spills.

Severe Storm or Hurricane Plan:

Boaters are warned to exercise prudent and appropriate judgment in the event that a severe storm or hurricane event threatens the area. Evacuation of the facility will be required according to the Emergency Preparedness Plan for a Marina or Multi-slip Facility in accordance with Lee County Administrative Code 7-7. A copy of the plan is attached.

Solid Waste Receptacles:

All Solid waste must be disposed of appropriately by the boater. Solid waste receptacles located on the uplands will be provided and maintained by the owner to prevent discharge of any solid waste products. Additionally, the owner will remove and properly dispose of trash via a qualified vendor.

Hazardous Waste:

All hazardous waste must be disposed of appropriately by the boater. Typical hazardous waste generated by boaters include solvent paint waste, used batteries, bilge pump switches, used oil, old gasoline, and out of date flares. The boater will place ignitable paint waste and old gasoline in closed containers so the waste does not escape into the air or create a fire hazard. Out of date flares that have

not been exposed to water nor have any damage may be kept on the boat if the Coast Guard required number of in date flares are also on board. When Possible, the boater will use paints that are not solvent based. The boater should buy bilge pump switches that do not contain mercury. The owner will provide information and locations suitable to dispose of solvent paint waste, bilge pump switches containing mercury, old flares, used oil, old gasoline, and other potentially hazardous or toxic materials.

Boat Cleaning:

The use of deleterious cleaning products containing high concentrations of chlorines, phosphates, and ammonia are discouraged. Boaters use of environmentally friendly cleaning methods and products will be encouraged.

Vessel Maintenance:

Cleaning of boat hulls is limited to use of sponges or plastic scrub pads (Starbrite, Hol-tite, or similar). The use of metal scrapers, stiff brushes, or similar implements is prohibited. Under no circumstances is turbidity associated with hull maintenance in individual slips to exceed ambient conditions. All Zincs or zinc particles, including zinc anodes must be removed and disposed of properly. The removal and replacement of zinc anodes will be performed in, or over the water due to their location on the hull or engine.

Public Education:

It is the responsibility of the owner, or the successor in the title, to educate the users of the MMP through appropriate signage.

Ancient Beach Landing Dock Taxi Service

Emergency Preparedness Plan

May 2017

Introduction

The state of Florida is ground zero for tropical storms and hurricanes. If one were to look at the hurricane paths (spaghetti maps) along the Eastern seaboard and the Gulf Coast for the past 100 years, you would note that the state is entirely blanketed by the tracks of these hurricanes. Florida is a boating Mecca with over 850,000 registered vessels in the state. The coastal areas of the state are the most heavily populated with the highest concentration of boaters located along this interface between land and sea. Hurricanes create the greatest impact along these coastal waters with high winds and storm surges. Boats, whether moored at residential docks, commercial marinas, in dry storage buildings, or on trailers are very susceptible to the impacts of tropical storms and hurricanes. It is imperative that every marina have a hurricane plan that every boater in the state become educated on protecting their vessel.

Site Specific Information

Ancient Beach Landing Dock is a commercial marina located at North Captiva on safety Harbor, approximately (26°36'07.74" N, 82°13-01.25 W) and is situated in storm surge zone category 1. (high risk area)

Name: Ancient Beach Landing Dock

4400 Point House trail

Captiva, Fl. 33924

Owner: VRE North Captiva LLC

100 S Brentwood Blvd. STE 240

Saint Louis, MO. 63105

Responsible for implementing plan: Jeff Wilson 239-283-3614 / 239-292-2529

Basic Procedures

The following are the basic Hurricane/Storm Preparation Procedures Ancient Beach Marina will follow during hurricane season. This document is not all inclusive but provides most of, many of items that are useful during planning, preparation, and evacuation in the event of a hurricane. The owner of any vessel left in the marina during a hurricane will be solely responsible for any damage to docks, piers, dock systems, other vessels, and/or marina property. Owners are solely responsible for removal and cleanup of their vessel if damaged or sunk during a hurricane.

Hurricane Procedures (for Marina only)

- 1.) Docks will be cleared of all loose items.
- 2.) If significant surge is expected, electrical service (if service exists) to all docks will be shut down.
- 3.) Prior to, or during, a hurricane watch or warning, users will be asked to relocate their vessel to its home mooring. If the marina requests boaters to relocate their vessel, and if they refuse, the Harbormaster will take appropriate action to secure the vessel as required to prevent damage to property or the marina.
- 4.) In accordance with Sec. 327.59, Florida Statutes (**see below**) boaters will be required to remove their vessel from the marina once a **Hurricane Warning** has been issued for the area.

Fuel and/or Oil Spill

The marina does not provide fuel service. But because docked vessels are powered by fuel, spills can happen. In this case it must be reported immediately.

- State Warning Point 24h (800) 320-0519
- Nearest containment service can be provided through local spill services (Sea Tow Services of Fort Myers) Del Prado Blvd S. Cape Coral, Fl. 33904. (239) 945-4820

Florida Statutes (Section 327.59) Marina Evacuation

This notice will be included in all user agreements and will read as follows:

NOTICE TO VESSEL OWNER: "VRE North Captiva LLC hereby informs you that in the event you fail to promptly remove your vessel from the marina once a hurricane Watch or Warning has been issued for Lee County, Florida, under Florida Law, the harbormaster or his/her employees or agents, under no obligation to the vessel owner, are authorized to remove vessels, if reasonable, from its slip. In addition, and as deemed appropriate, the Harbormaster or his/her employees or agents may take any and all other reasonable actions to better secure a vessel and to protect marina property, and the environment. Boaters may be charged a reasonable fee for any such action. Moreover, any damage caused because of the vessel not being removed or properly secured will be at sole cost and liability of the vessel owner."

Hurricane information

The following are definitions and information about the various weather systems that lead up to a hurricane event.

Tropical Disturbance: A rotary circulation with little to no development on the ocean surface but better development in the upper atmosphere and no strong winds, a common phenomenon in the tropics.

Tropical Depression: A low pressure area with some rotary circulation on the ocean surface and a sustained wind speed of 39 MPH

Tropical Storm: A low pressure with a distinct rotary circulation and sustained wind speeds of 39 MPH to 73 MPH

Hurricane: A low pressure area with a strong and pronounced rotary circulation and a sustained wind speed of at least 74 MPH.

Categorical Strength- The Saffir-Simpson scale is used to estimate potential property damage from the sustained wind speeds associated with a hurricane.

- Category 1 – Winds of 74 to 95 MPH; Some damage
- Category 2 - Winds of 96 to 110 MPH; Extensive damage
- Category 3 – Winds of 111 to 130 MPH; Devastating damage
- Category 4 – Winds of 131 to 155 MPH Catastrophic damage
- Category 5 - Winds above 155 MPH; Catastrophic damage

Storm Surge: Water that is pushed toward the shore by the force of the winds swirling around the storm and creating a friction across the surface of the water building waves. This advancing surge combines with the normal tides to create the hurricane storm tide.

Tropical Storm Watch: An announcement that tropical storm conditions are *possible* within the specified area.

Hurricane Watch: An announcement that hurricane conditions are possible within the specified area. Because outside preparedness activities become difficult once winds reach tropical Storm force, watches are issued 48 hours in advance of the anticipated onset of tropical storm force winds. Action: During a watch, prepare your property and review your plan for evacuation in case a hurricane or tropical storm warning is issued. Listen closely to instructions from local officials.

Tropical Storm Warning: An announcement that tropical storm conditions are expected within the area.

Hurricane warning: An announcement that hurricane conditions are expected within the specified area. Because outside preparedness activities become difficult once winds reach tropical storm force, **warnings are issued 36 hours in advance of the anticipated onset of tropical storm force winds.** Action: During a warning, complete storm preparations and immediately leave the threatened area if directed by local officials.

Extreme Wind Warning- Extreme sustained winds of a major hurricane (115 MPH or greater), usually associated with the eyewall, are **expected to begin within an hour.** Action: Take immediate shelter in the interior portion of a well-built structure.

Evacuation Order: Once issued, an evacuation order is mandatory under state law

Roster of Emergency Numbers:

- USCG National Response Center: (800) 424-8802
- Florida Fish and Wildlife Commission: (800) 342-5367
- Lee County Sheriff's Office: 911 for emergencies (239) 533-3911 for non-emergencies
- Lee County EMS (Emergency Medical Services 911 for emergencies (239) 425-9336 for non-emergencies
- Captiva Fire Dept. Station 181 (239) 472-9494

VRE North Captiva, LLC

Slip Rental Agreement

May 2017

Liability:

The docking facility is to be used at the risk of the boat owner, here in after referred to as Lessee and their authorized guests. The Lessee agrees to release VRE North Captiva LLC,. Herein after referred to as Agent from any and all liability from loss, injury, costs, or damages to persons or property resulting from vessel operations and use of the docking facility and its premises. The Lessee must inspect the docking facility and be aware of existing conditions prior to signing this agreement. The Agent is not responsible for the care and protection of the Lessee's property.

Slip Assignment:

The Agent reserves the right to assign or reassign slip numbers.

Vessel Condition:

All vessel that use the docking facility must be maintained in a fully working condition and must be capable of operating under their own power. All vessels must also be properly registered as required by law.

Vessel Insurance:

The Lessee agrees to keep the vessel using the docking facility fully insured. The Agent will be notified of any changes in insurance of said vessel

Dock Usage:

The Lessee agrees to use the docking facility in the customary manner. No unnecessary wear and tear, disturbance, or nuisance will be permitted from the Lessee, their authorized guest, or their vessel. The docks, piers, and walkways will be kept clear of all Lessee's supplies, materials, accessories, and/or debris. No lines, hoses, cables, or electric wires will cross the docks, piers, or walkways. No pulpits, anchor brackets, or other vessel structures will overhang or obstruct the walkways. All waste materials must be bagged and properly disposed of in an upland waste facility.

Agreement Expiration:

Upon expiration of the agreement, the Lessee must remove the vessel and their property from the docking facility and its premises. The Lessee will be required to repair and/or pay for any damages caused by Lessee, their authorized guest, or their vessel.

In the Event of an Emergency:

The Agent has the right to remove or cause to be removed, the Lessee's vessel and the expense and risk of the Lessee, in the event of an emergency where the presence of the vessel may physically jeopardize the docking facility, marina employees, other vessels, or the environment.

Marina Evacuation Due to Hurricane:

This notice will be included in all rental agreements and will read as follows:

*NOTICE TO VESSEL OWNER: "Ancient Beach Landing Dock hereby informs you that in the event you fail to promptly remove your vessel from the marina once a **hurricane watch or warning** has been issued for Lee County, Florida, under Florida Law, The Harbormaster or his/her employees or agents, under no obligation to the vessel owner, are authorized to remove vessels, if reasonable, from its slip. In addition, and as deemed appropriate, the Harbormaster or his/her employees or agents may take any and all other reasonable actions to better secure a vessel and to protect marina property, private property, and the environment. Boaters may be charged a reasonable fee for any such action. Moreover, any damage caused as a result of the vessel not being moved properly secured will be at the sole cost, expense and liability of the vessel owner."*

Violations:

Upon observation of any noncompliance with the provisions of the Rules and regulations, The Agent shall serve a written/verbal "caution" statement to the Lessee, informing him of the infraction. A second infraction shall result in a written "warning" notice, informing the Lessee of a second infraction. A third infraction will result in immediate termination of the slip rental agreement, and the Lessee will be given one hour to remove the vessel and their property from the docking facility and its premises. Infractions do not have to be identical, and separate notices of violations are cumulative. If the Lessee does not comply, the Agent has the right to remove or cause to be removed, the Lessee's vessel at the expense and risk of the Lessee. Under these circumstances, no rental fee refund is due the Lessee.

VRE North Captiva, LLC

Slip Rental Agreement

May 2017

This Slip Rental Agreement is between VRE North Captiva LLC., herein called Agent, and the Boat Owner, listed below, herein called Lessee.

This Agreement shall commence on the ____ day of _____, 20____ and shall terminate on the ____ day of _____, 20____. It shall be renewed each rental period by payment of Rental Fee by the Lessee and approval of the Agent.

This Agreement shall be for slip Number _____ for a dockage fee of \$_____ per foot of boat length for a total rental fee of \$_____ per week ____ month ____ year ____.

Lessee Name:		
Address:		
Home Phone:	State:	Zip:
Home Phone:		Mobile Phone:
Email:		
Boat name:		Boat Year:
Boat Make:		Boat Model:
Boat Length:		Boat Registration#:
Motor Make:		Motor Model:
Insurance Co. Name:		
Insurance Policy #:		Insurance Co. Phone:
Emergency Contact Name:		
Relationship /Phone:		

I, the Lessee, affirm that I have received, read, and agree to the conditions of the Ancient Beach Landing Dock Agreement Rules and Regulations. I affirm that all information on the Slip Rental Agreement is true and correct. I commit to notifying the Agent in writing of any change in the information on the Slip Rental Agreement.

Lessee's Printed Name

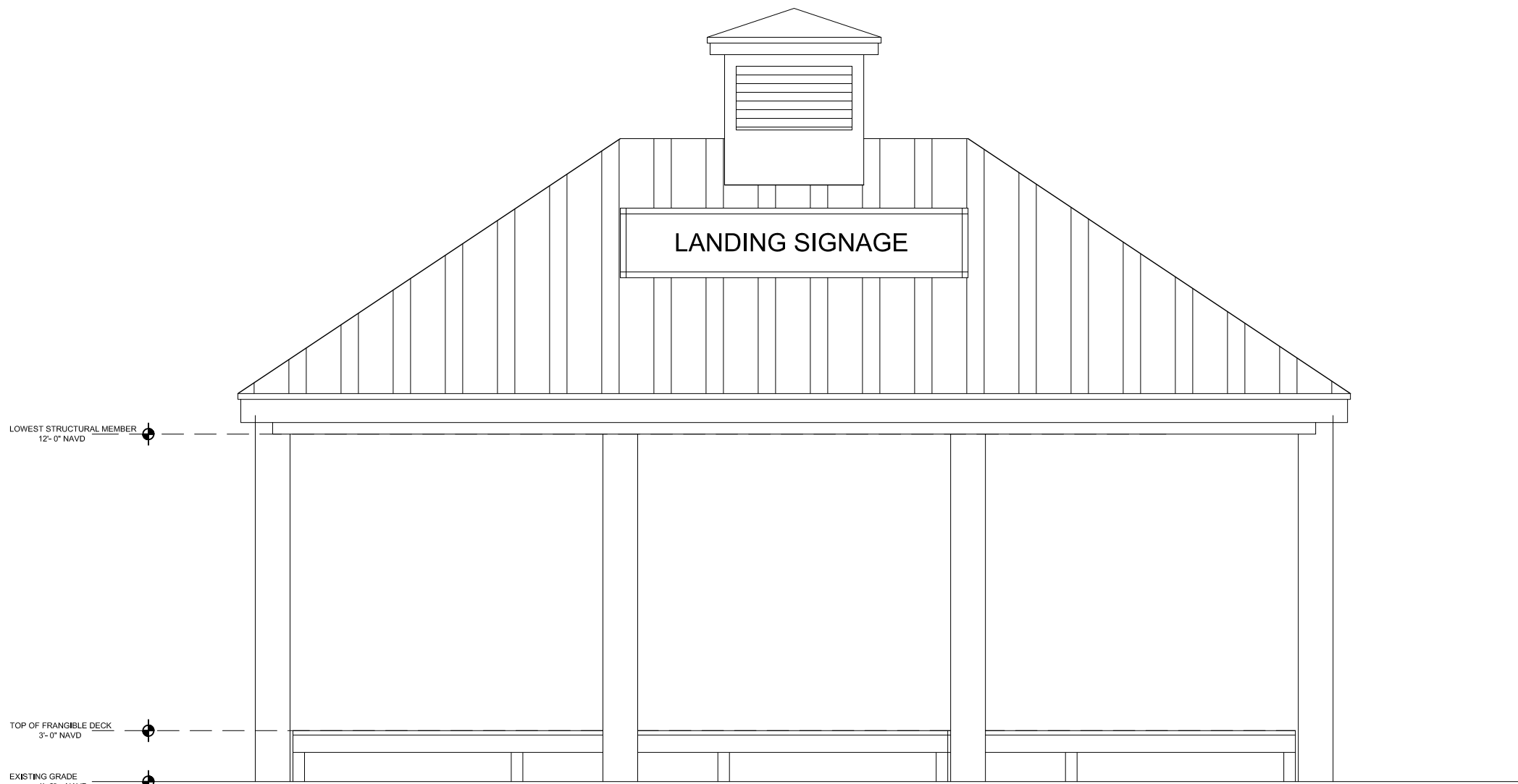
Lessee's Signature

Date

CONSTRUCTION DOCUMENTS THE FOR:

VRE North Captiva Pavillion

4400 NORTH POINTHOUSE TRAIL
NORTH CAPTIVA



FRONT ELEVATION

GENERAL NOTES:

1. DO NOT SCALE THESE DRAWINGS, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CHECK ALL DIMENSIONS AND VERIFY THE BUILDING CONSTRUCTION PRIOR TO COMMENCING CONSTRUCTION.
2. FOR ARCHITECTURAL REFERENCE ELEVATIONS SHOWN HEREAFTER ARE BASED ON EXISTING INTERIOR FINISH FLOOR AS 0'0".
3. ELEVATION DATUM NAVD (1988)
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR BE FAMILIAR WITH ALL EXISTING CONDITIONS. ALL EXISTING CONDITIONS ARE NOT NECESSARILY SHOWN HEREON.
5. ALL TRADES SHALL BE RESPONSIBLE TO READ ALL DETAILS AND SPECIFICATIONS AND PLANS - IF ANY CONFLICTS EXIST, THAT TRADE SHALL NOTIFY THE CONTRACTOR OF THE SAME PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL DIRECT ANY DISCREPANCIES TO DESIGNER PRIOR TO CONSTRUCTION AND CONTRACTOR SHALL BE RESPONSIBLE FOR WORK WHICH PROCEEDS WITHOUT DUE COURSE AND COORDINATION.

SHEET INDEX

- 1 FRONT ELEVATION & PROJECT INFORMATION
2 FOUNDATION, FLOOR AND ROOF PLAN
3 ELEVATIONS, SECTIONS AND DETAILS
S1 SITEPLAN

I HEREBY CERTIFY THAT THESE DESIGN PLANS AND SPECIFICATIONS ARE IN COMPLIANCE WITH STANDARDS ESTABLISHED BY:

2014 FLORIDA BUILDING CODE, RESIDENTIAL, PLUMBING
MECHANICAL, FUEL GAS, OR EXISTING
2010 FLORIDA FIRE PREVENTION CODE
2008 NATIONAL ELECTRIC CODE AS PUBLISHED BY NFPA
OR NFPA70A

FLOOD INFORMATION

FLOOD INSURANCE ZONE: VE-EL12;
FLOOD ELEVATION: 12.0' NAVD 1988

LEGAL DESCRIPTION

PART OF LOT 6 UNIT 7 Joses Hideaway AKA LOT 6D AS RECORDED IN OFFICAL RECORDS BOOK 3205 PG 3625 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

STRAP # 04-45-21-15-00000.0150

OCCUPANCY - PROPOSED: BUSINESS - GROUP

TYPE OF CONSTRUCTION: V-a

UNSPRINKLED BUILDING

BUILDING DATA

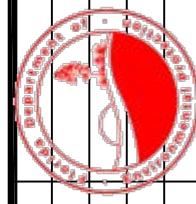
BUILDING AREA 600 sqft

SECTION 1606.1.7 STRUCTURAL DESIGN INFORMATION

BASIC WIND SPEED	160 MPH - ULTIMATE
WIND IMPORTANCE FACTOR	1.0
WIND EXPOSURE FACTOR	B-1.00
ADJUSTMENT FACTOR	
INTERNAL PRESSURE COEFFICIENT	0.18 ENCLOSED

ENERGY SYSTEMS SHALL BE COMPLIANT
WITH 2014 FBC, ENERGY CONSERVATION FOR
COMMERCIAL

Received
Electronically
February 28, 2017



FRONT ELEVATION AND PROJECT INFO

VRE NORTH CAPTIVA PAVILLION
VRE NORTH CAPTIVA, LLC

1400 NORTH POINTE HOUSE TRAIL, N CAPTIVA, FL

THESE PLANS MAY NOT BE COPIED OR MODIFIED
WITHOUT THE WRITTEN PERMISSION FROM
THE SOURCE. INC. 11-01

WATERS, INC.
COPYRIGHT 2015
CON 27608

JAMES INK OF E

JAMES H. HARRIS, JR.
FLORIDA REG. NO. 44706

DATE _____

INFORMATIONAL COPY ONLY, UNLESS
EMBOSSED WITH REGISTERED ENGINEERS SEAL

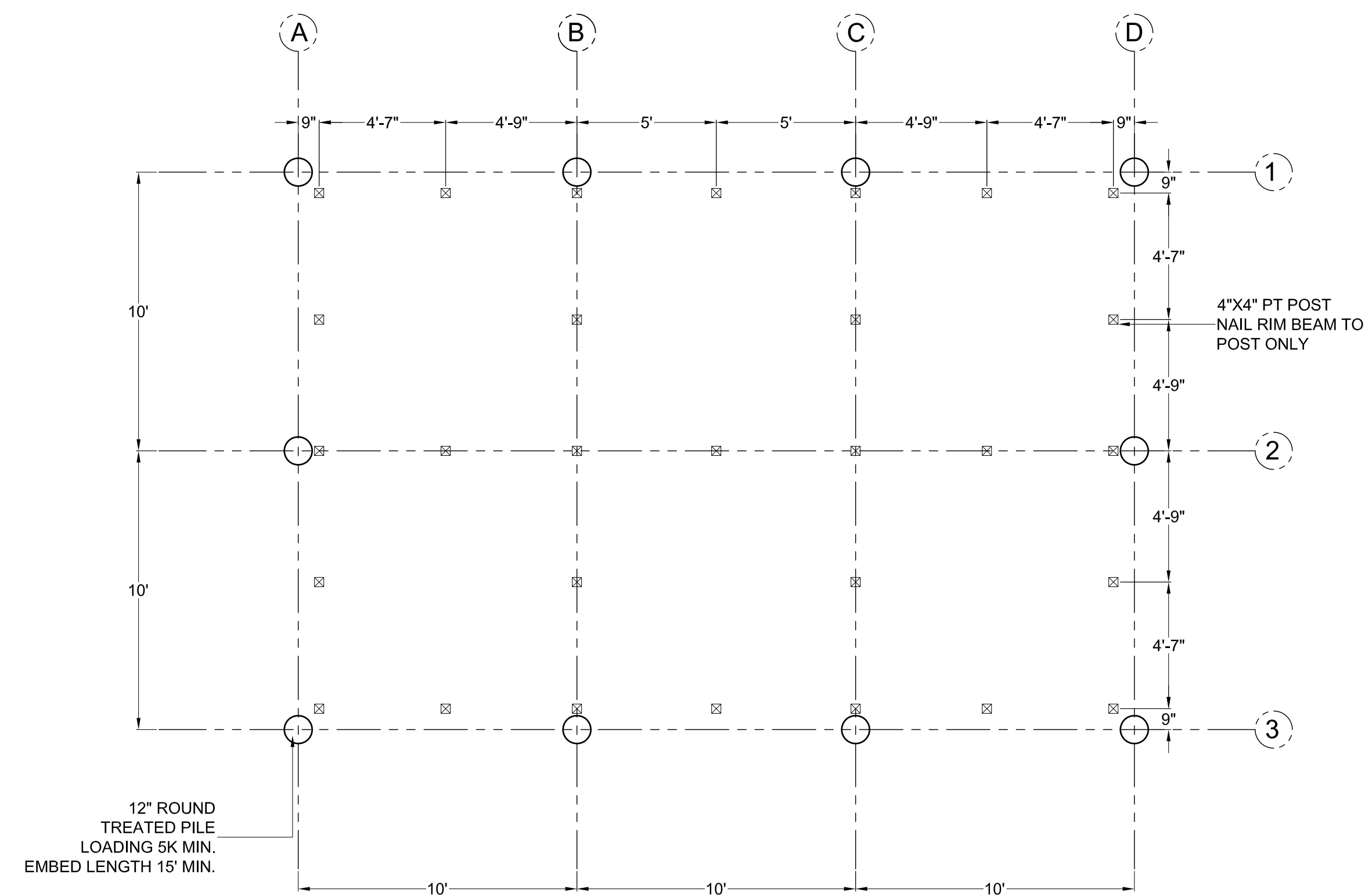
2055 WEST FIRST STREET
FORT MYERS, FLORIDA 33901
TEL: (239) 334-2450
FAX: (239) 334-0278
E-MAIL: JAMES@INKWORMS.NET

E-MAIL: JAMESINK@INKWERKS.NET

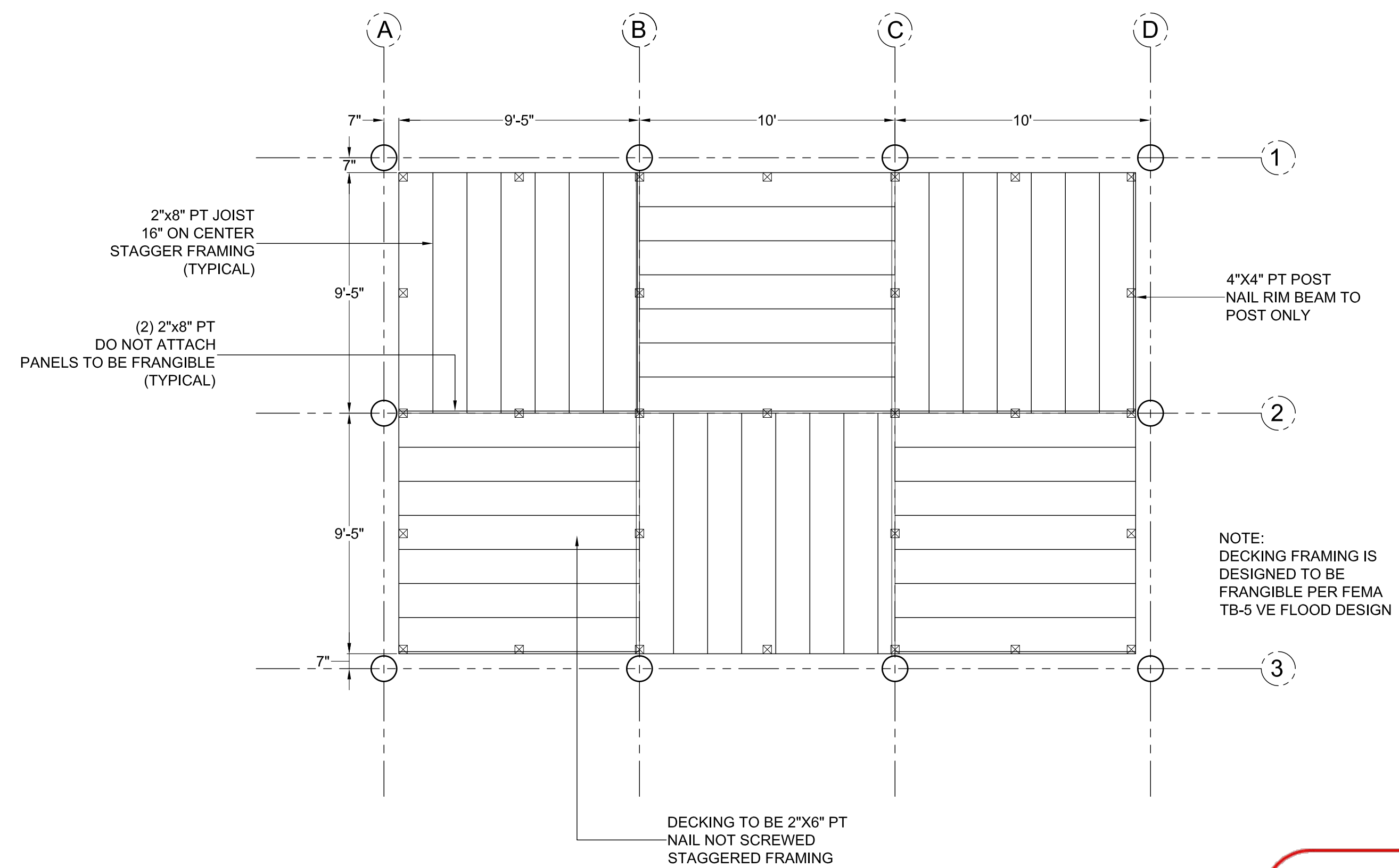


PROJECT NO.	I15033
PROJECT MANAGER	James Ink P
DRAWN BY	BWM
DATE	10.2015
SCALE	1/4" = 1' - 0
SHEET NO.	OF 3

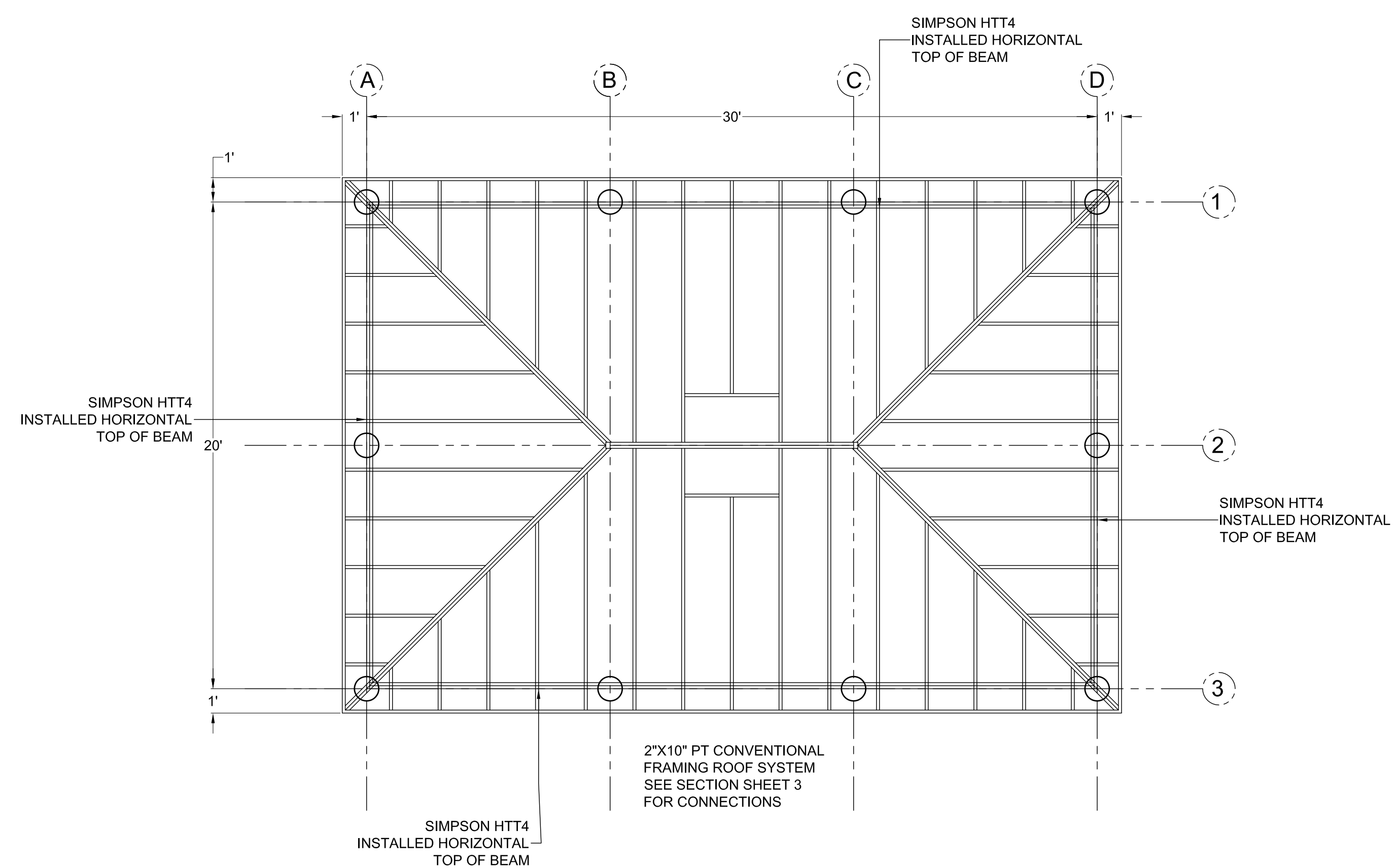
/RE North Captiva Pavillion - Permit Drawings



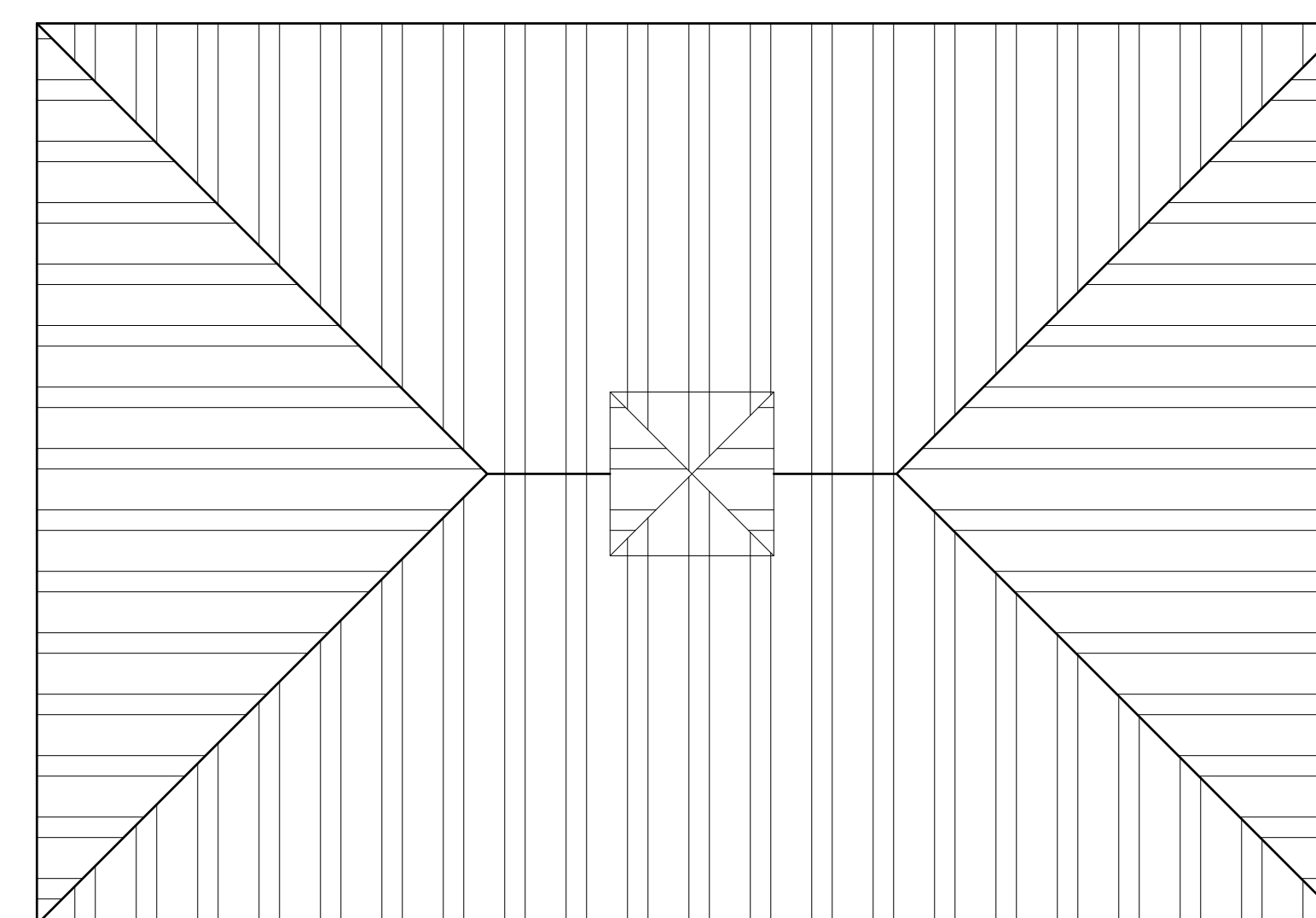
PILING PLAN



DECK PLAN



FRAMING PLAN



ROOF PLAN


CONSTRUCTION PLANS

VRE NORTH CAPTIVA PAVILLION
VRE NORTH CAPTIVA, LLC
4400 NORTH POINTE HOUSE TRAIL, N CAPTIVA, FL

Received
Electronically
February 28, 2017
South District



THESE PLANS MAY NOT BE COPIED OR MODIFIED
WITHOUT THE WRITTEN PERMISSION FROM
NAXIMUS, INC.
COPYRIGHT 2015
CON-271068



JAMES INK, P.E.
FLORIDA REG. NO. #1706

DATE _____

INFORMATIONAL COPY ONLY - UNLESS
IMPOSED WITH THE REGISTERED ENGINEER'S SEAL



1. The structural system is unstable until all connections have been made and all concrete has reached its minimum design strength, as shown in the documents.
2. Contractor is responsible for means and methods of construction to ensure the safety of the building until structural system is completed. This includes, but is not limited to the addition of whatever temporary bracing, shoring, guys or tie downs that may be necessary. Such material shall be removed and shall remain the property of the contractor after completion of the project.
3. Contractor is solely responsible for the safety of the building during construction.
4. Applicable Building Code: 2010 Florida Building Code, Residential
5. Gravity Design Loads:

Area	Superimposed Live Load	Total Dead Load
Roof	20 psf	30 psf
Floor	40 psf	25 psf
Balcony	60 psf	25 psf

SITework

1. A subsurface investigation was not provided in design of foundation. It is assumed that the soil conditions can support 2,000 psf on non-expansive soils.
2. Sitework shall be in accordance with project soils report, if available.
3. If the soils on the site differs from design, contractor shall provide soils report to engineer .
4. A qualified testing laboratory shall be retained to perform the following minimum tests. Refer to soils report for any additional testing.
 - A. One density test for each 2,000 square feet of compact subgrade or fill
5. One copy of test reports shall be sent directly to owner, engineer and contractor
6. Prior to construction contractor shall locate all existing underground utility lines, tanks, etc within the construction area and relocate them as needed.

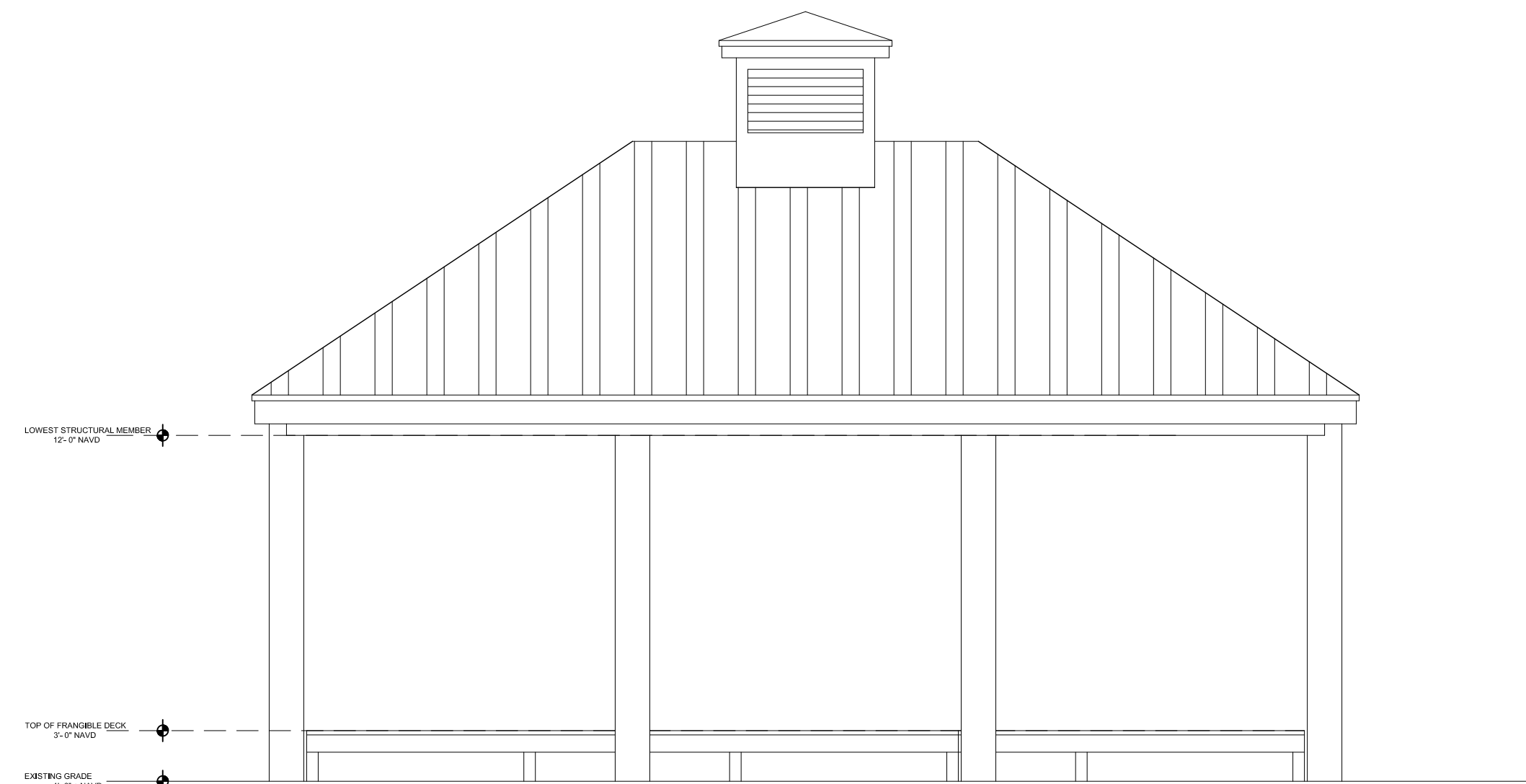
This building is designed as an enclosed structure. All exterior components (doors, windows, etc) must be designed to withstand the wind loadings specified for the design of components and cladding in the tables. In addition all areas of exterior glazing must be certified for missile impact or protected by wind-borne debris by a screen barrier

Gable Roof

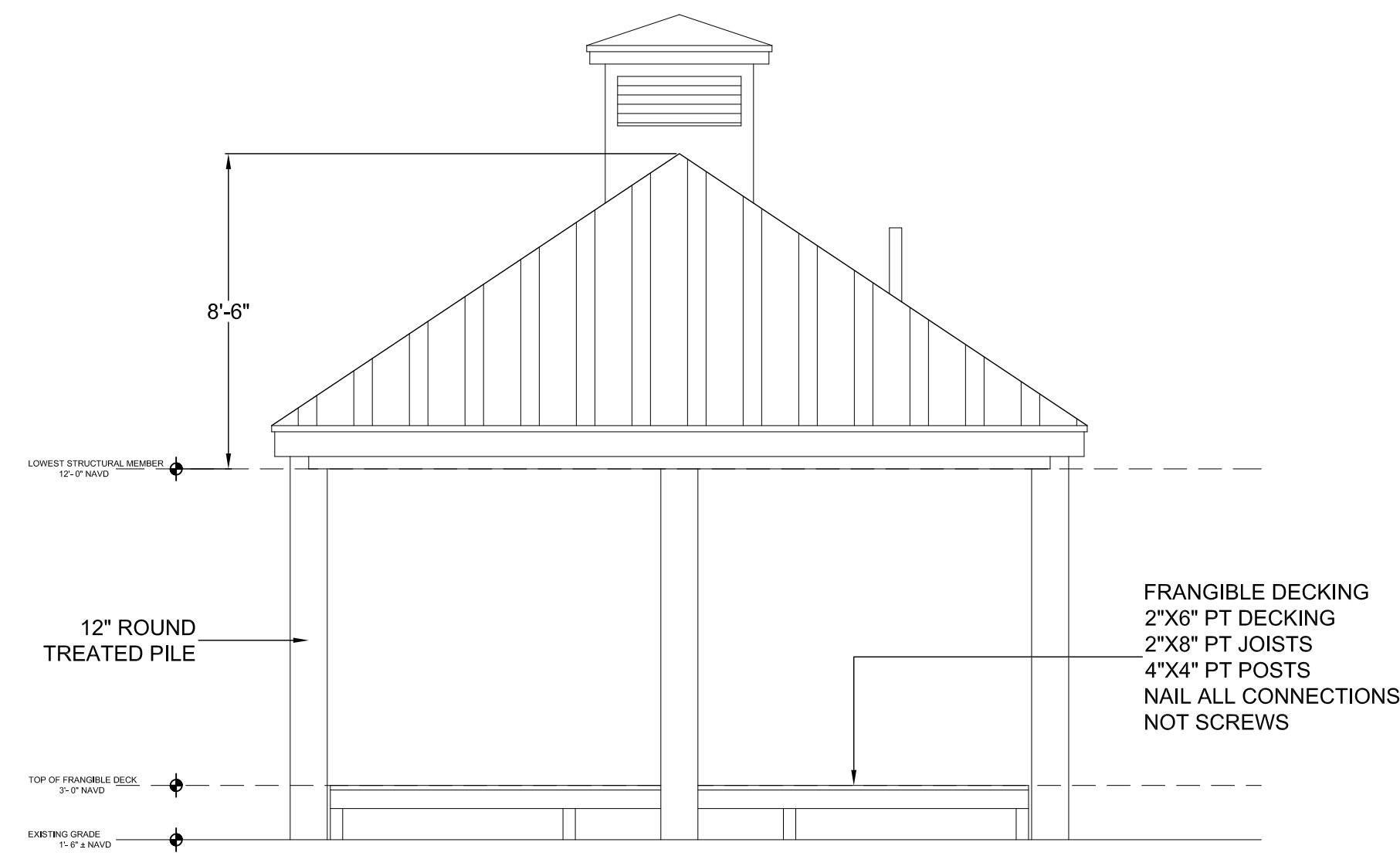
Hip Roof

Design Wind Pressure, p , Equation 30.5-1 (ASCE 7-10)
Design wind pressure and forces are determined per equations given. Values of external and internal pressures shall be combined algebraically

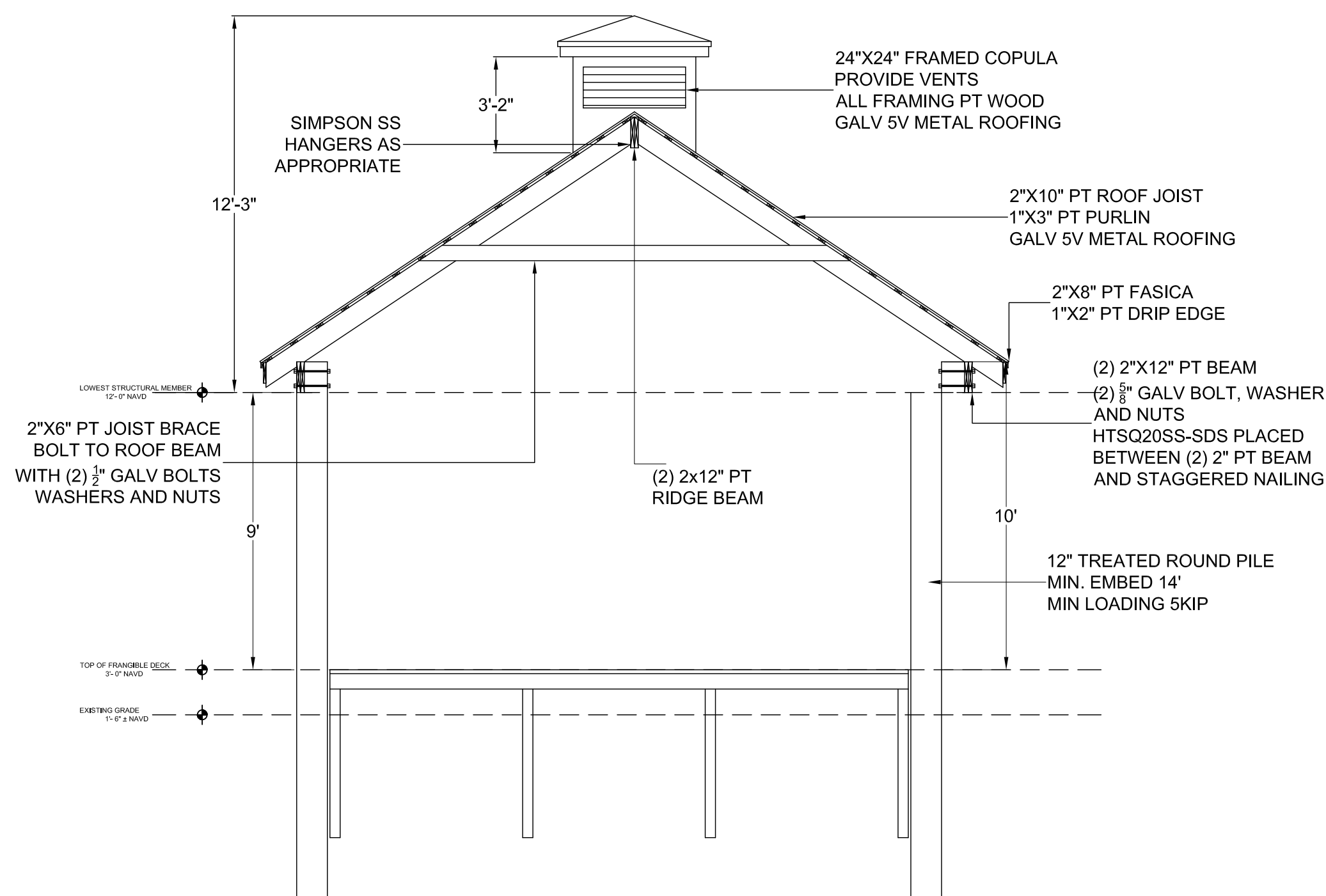
Zone	qh (psf)	P - Clear Flow (psf)	P - Clear Flow (psf)	P - OBS Flow (psf)	P - OBS Flow (psf)
1	30.18	42.75	-40.18	23.94	-47.02
2	30.18	64.12	-60.70	35.91	-71.82
3	30.18	64.12	-60.70	35.91	-71.82



REAR ELEVATION



SIDE ELEVATION

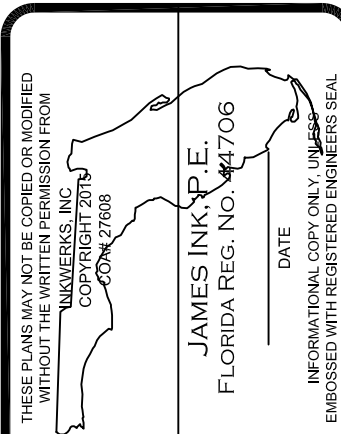


SIDE SECTION

Nail spacing shall be no greater than 6" along the laps and 12" in the interior of each strip using low profile roofing nails with load distribution disks or capped heads nails. Roofs within 3000 feet of salt water require hot dipped galvanized fasteners or attachments of all roofing coverings including underlayment

ELEVATIONS AND DETAILS

VRE NORTH CAPTIVA PAVILLION
VRE NORTH CAPTIVA, LLC
4400 NORTH POINTE HOUSE TRAIL, N CAPTIVA, FL



2055 WEST FIRST STREET
FORT MYERS, FLORIDA 33901
TEL: (239) 334-2450
FAX: (239) 334-0278
E-MAIL: JAMESINK@INKWERKS.NET



PROJECT NO.	I15033
PROJECT MANAGER	James Ink P.E.
DRAWN BY	BWM
DATE	10.2015
SCALE	1/4"= 1' - 0"
SHEET NO.	3
OF 3	

VRE North Captiva Pavillion - Permit Drawings



A COMMERCIAL DEVELOPMENT IN
SECTION 04 RANGE 45 TOWNSHIP 21
4400 POINT HOUSE TRAIL
STRAP 04-45-21-15-00000.0150



PROJECT NO.	I15033
PROJECT MANAGER	James Ink P.E.
DRAWN BY	BWM
DATE	12.2015
SCALE	1" = 20'
SHEET NO.	SP1
OF 1	