

## FLORIDA DEPARTMENT OF Environmental Protection

Northwest District 160 W. Government Street, Suite 308 Pensacola, Florida 32502-5740 Ron DeSantis Governor

Jeanette Nuñez Lt. Governor

Shawn Hamilton Secretary

May 27, 2022

FROM: The Trust for Public Land C/o Peter Fodor 306 North Monroe Street Tallahassee, Florida 32301-7622 florida@tpl.org

TO: Escambia County BOCC Debbie Bowers 221 Palafox Place, Suite 420 Pensacola, Florida 32505 dlbowers@myescambia.com

Re: File No. 0346099-003-EM-17 Transfer from File No. 0346099-002-EI-17

Dear Mr. Fodor and Mrs. Bowers:

Enclosed is a copy of the executed transfer of permit for the referenced project. The transfer of this permit to Debbie Bowers is hereby approved and effective as of the date of this letter.

The Department has evaluated your request to extend the expiration date for this permit. We may extend your permit for a maximum period of five years from the date of receipt of all governmental authorizations for this project. Your permit is hereby extended until June 5, 2027. Should you be unable to complete your project by that date, you should contact the Department.

This notice of transfer and time extension does not alter the original, Specific or General Conditions, or monitoring requirements of the permit.

Please attach a copy of this letter and the enclosed transfer of permit to your permit and make them available on site during construction. When referring to this project, please use the permit number indicated.

### **NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S.,

before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

#### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency\_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

#### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

Project Name: Innerarity Point Park Permittee: Debbie Bowers Permit No.: 0346099-003-EM-17 Page 2 of 4 The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

#### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at <u>Agency\_Clerk@FloridaDEP.gov</u>, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

#### Mediation

Mediation is not available in this proceeding.

#### 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 Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, 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 must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you have any questions regarding this matter, please contact Emma Fields at the letterhead address, at 8505950556, or at Emma.Fields@FloridaDEP.gov.

### **EXECUTION AND CLERKING**

Executed in Pensacola, Florida. STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

For

Kimberly R. Allen Permitting Program Administrator

KRA:ef

#### Attachments:

- 1. Permit File No. 0346099-002-EI/17
- 2. Permit Transfer Request

### **CERTIFICATE OF SERVICE**

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Kim Allen, DEP, <u>kim.allen@floridadep.gov</u> Emma Fields, DEP, <u>Emma.Fields@floridadep.gov</u> Blake Chapman, DEP, <u>Blake.A.Chapman@floridadep.gov</u> Escambia County, <u>jtkirsche@myescambia.com</u>, <u>bdbane@myescambia.com</u>, <u>bdschneider@myescambia.com</u>

### FILING AND ACKNOWLEDGMENT

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

Willow Hills Clerk

<u>May 27, 2022</u> Date Volkert, Inc. 14101 Panama City Beach Parkway, Suite 190 Panama City Beach, Florida 32413 (850) 588-1618 www.volkert.com



May 24, 2022

Mr. Blake Chapman Florida Department of Environmental Protection Northwest District 160 W. Government Street, Suite 308 Pensacola, FL 32502

RE: Innerarity Point Park (Permit No. 0346099-002-EI/17) - Request for Permit Transfer and Extension, Escambia County, Florida

Dear Mr. Chapman:

I am writing to request that the permit for the Innerarity Point Park be transferred to Escambia County and extended. The project site is located off Innerarity Point Road, in Section 14, Township 3 South, Range 32 West, Escambia County, Florida. The permit was issued on June 5, 2017 and expires June 5, 2022. The dock, which is a component of the park permit, was constructed and in the operation and maintenance phase of the permit until the dock experienced damage during Hurricane Sally. Escambia County owns the property and maintains the park structures, including the dock. As such, Escambia County would like to transfer the permit to their name and extend the permit to allow for the reconstruction of the portion of the dock structures that have been damaged. The dock structures are proposed to be replaced in-kind. The associated State Lands Lease is still active and has been transferred to Escambia County. Enclosed are the following attachments:

Attachment A: Request to Transfer Environmental Resource and/or State 404 Program Permit

Attachment B: Deed

Attachment C Existing Environmental Resource Permit

Attachment D: Location Map and Aerial Images

Attachment E: Site Photographs

Attachment F: Sovereignty Submerged Lands Lease

Please contact me at (850) 381-8041 or by email at <u>malies.warren@volkert.com</u> if you have questions concerning this submittal.

Sincerely, **VOLKERT, INC.** 

Malies Warren Environmental Scientist

cc: Debbie Bowers, Escambia County Nick Chauvin, Escambia County

# ATTACHMENT A REQUEST TO TRANSFER ENVIRONMENTAL RESOURCE AND / OR STATE 404 PERMIT

## Request to Transfer Environmental Resource and/or State 404 Program Permit

Instructions: To be completed, executed, and submitted by the new owner to the Agency within 30 days after any transfer of ownership or control of the real property where the permitted activity is located.

Use of this form is not required when a valid ERP permit is in the operation and maintenance phase. In such case, the owner must notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. The notification may be by letter or email, or through use of this form, and must be sent to the office that issued the permit. A processing fee is not required for this notice. The permit shall automatically transfer to the new owner or person in control, except in cases of abandonment, revocation, or modification of a permit as provided in Sections 373.426 and 373.429, F.S. (2013). If a permittee fails to provide written notice to the Agency within 30 days of the change in ownership or control, or if the change does not include the entire real property or activity covered by the permit, then the transfer must be requested using this form.

Permit No(s): 0346099-002-EI/17 Application No(s).: N/A Acres to be Transferred: N/A

Permitted Project: Innerarity Point Park Proposed Project Name (if different): N/A

#### Phase of Project (if applicable): Operation and Maintenance

I hereby notify the Agency that I have acquired ownership or control of the land on which the permitted system is located through the sale or other legal transfer of the land. By signing below, I hereby certify that I have sufficient real property interest or control in the land in accordance with subsection 4.2.3(d) of Applicant's Handbook Volume I; attached is a copy of my title, easement, or other demonstration of ownership or control in the land, including any revised plats, as recorded in the Public Records. I request that the permit(s) be modified to reflect that I agree to be the new permittee. By so doing, I acknowledge that I have examined the permit terms, conditions, and drawings, and agree to accept all rights and obligations as permittee, including agreeing to be liable for compliance with all of the permit terms and conditions and to be liable for any corrective actions required as a result of any violations of the permit after approval of this modification by the Permitting Agency. Also attached are copies of any recorded restrictive covenants, articles of incorporation, and certificate of incorporation that may have been changed as a result of my assuming ownership or control of the lands. As necessary, I agree to furnish the Agency with demonstration that I have the ability to provide for the operation and maintenance of the system for the duration of the permit in accordance with subsection 12.3 of Applicant's Handbook Volume I.

Name of Proposed Permittee: Debbie Bowers, Escambia County BOCC

Mailing Address: 221 Palafox Place, Suite 420

City: Pensacola

State: Florida

Zip: 32505

Telephone: 850-595-3936

#### E-mail: dlbowers@myescambia.com

APPROVED By Debbie Bowers at 2:52 pm, May 16, 2022

Signature of Proposed Permittee

Date:

### Debbie Bowers, Assistant County Administrator, Escambia County BOCC

Name and Title

Enclosures:

Copy of title, easement, or other demonstration of ownership or control in the land, as recorded in the Public Records Copy of current plat(s) (if any), as recorded in the Public Records



Form 62-330.340(1) – Request to Transfer Environmental Resource and/or State 404 Program Permit Incorporated by reference in subsection 62-330.340(3), F.A.C. (effective date: December 22, 2020)

# ATTACHMENT B DEED

Recorded in Public Records 5/19/2020 8:43 AM OR Book 8297 Page 1519, Instrument #2020040132, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$35.50

> This Instrument Prepared By: Peter Fodor, Esq. The Trust for Public Land 306 North Monroe Street Tallahassee, Florida 32301

Property Appraiser's Parcel ID Number: 10-4107-100 and 10-4123-100

#### THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER 201.02(6), FLORIDA STATUTES.

#### SPECIAL WARRANTY DEED

THIS INDENTURE, made as of the <u>14</u> day of May A.D. 2020, between THE TRUST FOR PUBLIC LAND, a nonprofit California corporation, whose address is 306 N. Monroe St., Tallahassee, FL 32301, GRANTOR, and BOARD OF COUNTY COMMISSIONERS, ESCAMBIA COUNTY, FLORIDA, whose address is 221 South Palafox Place, Pensacola, Florida 32502, GRANTEE.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said GRANTOR in hand paid by said GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE, and GRANTEE'S successors and assigns forever, the following described land situate, lying and being in Escambia County, Florida, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 22, 23, 24, 25, 26, 27, 28 and A, Block 1, Gulf Beach Heights, Section 14, Township 3 South, Range 32 West, according to the map or plat thereof recorded in Deed Book 94, Page 623, Public Records of Escambia County, Florida.

Together with: The East 17.075 feet of Pintado Road (now known as Bob-O-Link Road) lying adjacent to Lots 1, 2, 3, 4, 5, 6, 7, 22, 23, 24, 25, 26, 27, 28 and A, Block 1 of the subdivision known as Gulf Beach Heights in Section 14, Township 3 South, Range 32 West, as shown on Plat recorded in Deed Book 94, Page 623, Public Records of Escambia County, Florida.

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed, and to taxes for the current and subsequent years.

TO HAVE AND TO HOLD the same unto the said GRANTEE in fee simple forever.

Grantee acknowledges that the property conveyed hereunder was acquired with funds provided by the Deepwater Horizon Natural Resource Trustees and will be managed in accordance with the applicable federal and State law. This property may not be disposed of in any manner, or used for purposes other than conservation and restoration of natural resources and for passive public outdoor recreation, without the prior written approval of the Regional Director, Southeast Region, U.S. Fish and Wildlife Service and the Director, Office of Habitat Conservation, National Marine Fisheries Service on behalf of the Federal Natural Resource Trustees, and the Division Director for the Division of State Lands. Florida Department of Environmental Protection on behalf of the Florida Trustees. If any provision, in whole or in part, of this deed restriction should be found to be invalid or unenforceable, it shall not affect the validity of any other provisions within this section which shall continue to bind the parties

AND the said GRANTOR does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the said GRANTOR, but against none other.

IN WITNESS WHEREOF the GRANTOR has executed these presents, as of the day and year first written.

Signed, sealed and delivered in the presence of:

THE TRUST FOR PUBLIC LAND, a non-profit California corporation

By: Peter Fodor

Its: Legal Director (CORPORATE SE

(Printed Name of second witness)

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14 day of May, 2020, by Peter Fodor, as Legal Director of THE TRUST FOR PUBLIC LAND, a non-profit California corporation, on behalf of said corporation. He is personally known to me.

Public/

NOTARY PUBLIC SEAL)



BK: 8297 PG: 1521

#### Assistant Secretary's Certificate of Vote

The undersigned being a duly elected Assistant Secretary of The Trust for Public Land, a nonprofit California corporation ("TPL"), hereby certifies that I am authorized by law and the bylaws of TPL to give this certificate and that the Transaction Committee under authority delegated to it by the Board of Directors and the President of the Trust for Public Land, acting in accordance with the by-laws of TPL and applicable state laws, at a regular meeting of said Transaction Committee on January 26, 2016, voted to take the actions set forth as Exhibit A.

The undersigned hereby certifies that the attached resolutions have not been modified or amended and remain in full force and effect as of the date of the certificate. All transactions within the State of Florida only require one (1) signatory.

The undersigned further certifies that as of the date of this certificate the following persons hold the position set forth opposite their respective names below:

Name

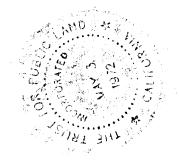
Position

Peter Fodor

Legal Director, Counsel and Assistant Secretary

Executed under seal this \_\_\_\_ day of May, 2020.

Stacy Gayhart, Assistant Secretary



BK: 8297 PG: 1522 Last Page

#### CERTIFIED COPY OF A RESOLUTION ADOPTED BY THE TRANSACTION COMMITTEE OF THE BOARD OF DIRECTORS OF THE TRUST FOR PUBLIC LAND

"RESOLVED, that the Transaction Committee of the Board of Directors of The Trust for Public Land hereby authorizes (i) acquiring real property lying in Escambia County, Florida, owned by Innerarity Holdings, LLC, consisting of 3.38 acres more or less; and (ii) conveying said property to Escambia County, Florida."

"RESOLVED, that the Chairman of the Board of Directors, the President, the Chief Operating Officer, any Senior Vice President, the Chief Financial Officer, any Vice President, any Division Director, any State Director, any Division Transaction Director, and any staff attorney (including, without limitation, the General Counsel, any Assistant General Counsel, any Counsel, and any Division Legal Director) are hereby authorized to execute any and all documents necessary or convenient to the completion of this transaction, including, without limitation, letters exercising option rights, agreements, deeds, mortgages, deeds of trust, promissory notes, customary closing documents, check endorsements, assurances and certifications, general provisions, applications, and payment requests. In those jurisdictions where two signatures are required, any two of the abovenamed officers and employees, or any one of them together with the Secretary or any Assistant Secretary, are authorized to execute such documents."

I, Bonita J. Morgan, hereby certify that I am a duly elected and acting Assistant Secretary of The Trust for Public Land, a nonprofit corporation organized under the laws of the State of California and classified thereunder as a public benefit corporation. I further certify that the resolution set forth above was adopted in accordance with the Bylaws of The Trust for Public Land by the Transaction Committee of the Board of Directors of The Trust for Public Land at a duly noticed regular meeting of said Transaction Committee on January 26, 2016, and that said resolution has not been modified or rescinded.

Executed at San Francisco, California, this 26th day of January 2016.

man Moren Bonita J. Morgan

Assistant Secretary

# ATTACHMENT C EXISTING ENVIRONMENTAL RESOURCE PERMIT



## Florida Department of Environmental Protection

160 W. Government Street, Suite 308 Pensacola, Florida 32502-5740 Rick Scott Governor

Carlos Lopez-Cantera Lt. Governor

> Ryan E. Matthews Interim Secretary

### **Permittee/Authorized Entity:**

The Trust for Public Land c/o Peter Fodor, Division Legal Director 306 North Monroe Street Tallahassee, Florida 32301, Leon County <u>Pete.Fodor@tpl.org</u>

## The Trust for Public Land – Innerarity Point Park

Authorized Agent: Meghan Mick 1211 Miccosukee Road Tallahassee, Florida 32308 mmick@woodandpartners.com

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

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

> Escambia County Permit No.: 0346099-002-EI/17 Lease File No.: 170340121

## Permit Issuance Date: June 5, 2017 Permit Construction Phase Expiration Date: June 5, 2022

### Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

#### Permittee / Grantee: <u>The Trust for Public Land</u> Permit No: <u>0346099-002-EI/17</u>

### **PROJECT LOCATION**

The activities authorized by this permit and sovereignty submerged lands authorization are located at Cruzat Way, Pensacola, Florida 32507, Parcel IDs <u>143S325000010001</u> and <u>143S325000260001</u>, in Section 14, Township 03 South, Range 32 West in Escambia County, at 30.303779 Degrees North Latitude, 87.442974 Degrees West Longitude.

### **PROJECT DESCRIPTION**

The permittee is authorized to construct an upland park with stormwater management facility, boardwalk and a recreational dock for launch & recovery of non-motorized recreational vessels and other passive recreational activities. The project is located in Perdido Bay, a Class III Florida Waterbody, Unclassified Shellfish Harvesting Area. Those activities include the preemption of 18,058 square feet of state-owned sovereignty submerged lands. Authorized activities are depicted on the attached exhibits.

The project includes on-site stormwater treatment for the 2.64 acre project area.

### AUTHORIZATIONS

#### The Trust for Public Land – Innerarity Point Park

#### 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, 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 will be sent to the permittee/lessee by the Department's Division of State Lands for execution. The Department intends to issue the lease, upon satisfactory execution of those documents, including payment of required fees and compliance with the conditions in the attached permit. <u>You may not begin construction of the activities described until you receive a copy of the executed lease from the Department.</u>

#### 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 **Shall be required** from the Corps. A copy of your permit application has been forwarded to the Corps for their review. 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 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 CONDITIONS

The activities described must be conducted in accordance with:

- The Specific Conditions
- The General Conditions
- 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 - PRIOR TO ANY CONSTRUCTION

1. If the approved permit drawings and/or narrative conflict with the specific conditions, then the specific conditions shall prevail.

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 around the active construction areas of the 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 29 NTU's above 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. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTU's above background:

- a. Immediately cease all work contributing to the water quality violation.
- b. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices.
- c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected.

### SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

4. Best management practices for erosion control shall be implemented and maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site.

5. Any damage to wetlands or seagrasses outside of the authorized impact area as a result of construction shall be immediately reported to the Department at (850)595-8300, and repaired by reestablishing the pre-construction elevations and replanting vegetation of the same species, size, and density as that in the adjacent areas. The restoration shall be completed within 30 days of completion of construction, and the Department shall be notified of its completion within that same 30 day period.

6. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.

7. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

8. To protect wetland resources when present, the elevation of the decking shall be a minimum of four feet above wetland grade. If planks are used, there shall be a minimum of 1/2-inch spacing between deck planks after shrinkage of the planks.

9. To protect benthic resources when present, the elevation of the decking shall be a minimum of five feet above the mean high water line.

10. The portion of the access pier that traverses seagrasses shall be constructed of grated decking.

11. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

12. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring and prop dredging.

13. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings. Examples of additional structures include but are not limited to walkways, awnings, enclosed sides and covers over slip areas, finger piers, step-down stairs, storage closets and decking.

### SPECIFIC CONDITIONS - OPERATION AND MAINTENANCE ACTIVITIES

14. Daytime mooring of non-motorized vessels shall be allowed at the facility. Overnight or permanent mooring is strictly prohibited.

15. Overboard discharges of trash, human or animal waste, or fuel shall not occur at the dock.

16. Grassed areas of the retention system shall be fertilized only as needed to maintain vegetation, and shall be mowed regularly in order to be kept at a manageable length as required for system functionality, maintenance, and safety.

17. Percolation performance shall be evaluated within the pond at least every third year. If there is evidence of inadequate percolation, the pond bottom must be re-scarified or deep-raked to restore percolation characteristics. If reworking the pond bottom fails to restore adequate percolation, additional retention area restoration shall be performed as follows:

- a. Remove the top layer of the retention area bottom material to a depth of 2 to 3 inches and scarify or deep-rake the excavated bottom.
- b. Replace excavated bottom material with suitably permeable material and restore the pond bottom to design grade.

18. Inspections by the Permittee:

- The stormwater system shall be inspected periodically for accumulation of debris and trash. Accumulations of debris and trash that negatively affect the function of the system shall be removed upon discovery.
- The stormwater system shall be inspected periodically for silt accumulation. Accumulations of silt that negatively affect the function of the system shall be removed.
- The overflow weir and skimmer, if applicable, shall be inspected annually to confirm that it is free-flowing and clear of debris.

19. Inspections by a Registered Professional. The stormwater management system shall be inspected by a registered professional to evaluate whether the system is functioning as designed

and permitted. Percolation performance should specifically be addressed. The Registered Professional may record his inspection on Form No 62-330.311(1), Operation and Maintenance Inspection Certification or may provide his evaluation in any other format; however any report must be signed and sealed by the Registered Professional. Submittal of the inspection report to the District is not required; but the report shall be made available to the District upon request. Inspections shall be made by the Registered Professional in accordance with this schedule:

- On the first anniversary of the date of conversion to Operation and Maintenance Phase.
- Every fifth year on the anniversary of conversion to Operation and Maintenance phase, after the first year of successful operation.

20. Reporting by a Registered Professional. Within 30 days of any failure of a stormwater management system or deviation from the permit, a report shall be submitted to the District on Form 62-330.311(1), Operation and Maintenance Inspection Certification, describing the remedial actions taken to resolve the failure or deviation. This report shall be signed and sealed by a Registered Professional.

### SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES

21. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.

22. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.

### 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.

### **NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

#### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

#### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

#### Mediation

Mediation is not available in this proceeding.

#### 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.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Wade Dandridge at the letterhead address, at 850-595-0655, or at <u>Wade.Dandridge@dep.state.fl.us</u>

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

For Emile D. Hamilton Director

EDH:wd

#### Attachments:

Project Drawings and Design Specs., 20 pages Stormwater Drawings and Design Specs., 12 pages Operation and Maintenance Plan, 4 pages

#### **Copies furnished to:**

Clif Payne, U.S. Army Corps of Engineers, <u>lyal.c.payne@usace.army.mil</u> Escambia County, <u>jtkirsche@co.escambia.fl.us</u>, <u>BDBANE@co.escambia.fl.us</u>, <u>bdschneider@co.escambia.fl.us</u>, <u>merhodes@co.escambia.fl.us</u> Cameron Snipes, Kimley Horn, <u>Cameron.Snipes@Kimley-Horn.com</u> Elva Peppers, FESLI, <u>elvapeppers@felsi.org</u> Pearce Barrett, FDEP, <u>Pearce.Barrett@dep.state.fl.us</u>

### 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 June 5, 2017, to the above listed persons.

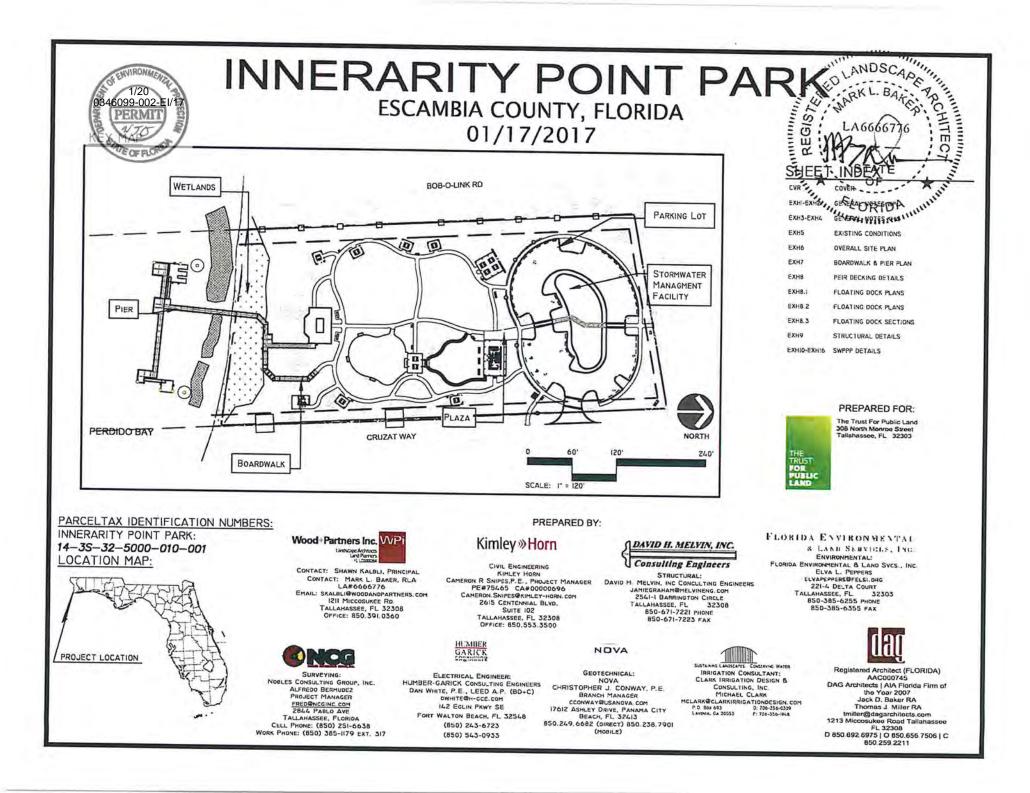
#### FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

MangA. Curle

June 5, 2017

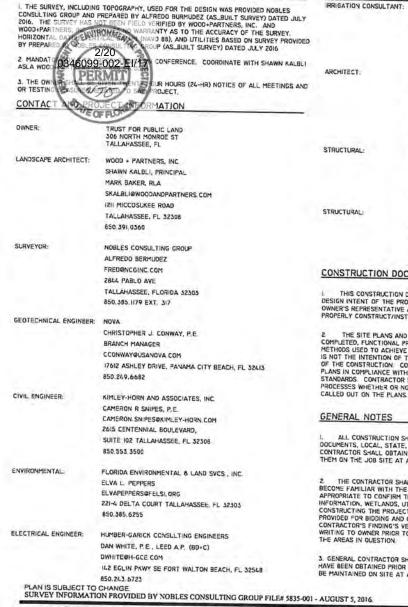
Date



#### REFERENCES

TRUST

PUBLIC



#### CONTACT AND PROJECT INFORMATION (CONTINUED)

CLARK IRRIGATION DESIGN & CONSULTING, INC. MICHAEL CLARK MCLARK@CLARKIRRIGATIONDESIGN COM P.O. BOX 693 LAVONIA, GA 30555 706.356.0309

#### DAG ARCHITECTS THOMAS J. MILLER TMILLER@DAGARCHITECTS.COM 1213 MICCOSUKEE ROAD TALLAHASSEE, FL 32308

850.656.7506

DAVID H MELVIN, INC CONCULTING ENGINEERS JAMIEGRAHAM@MELVINENG COM 2541-1 BARRINGTON CIRCLE TALLAHASSEE, FL 32308 850-671-722

KIMLEY-HORN AND ASSOCIATES ANGELINA GOU-FAIRCHILD 1920 WEKIVA WAY, STE. 200 WEST PALM BEACH, FL 3341 850 553, 3500

#### CONSTRUCTION DOCUMENTS

THIS CONSTRUCTION DOCUMENTS SET HAS BEEN CREATED TO ILLUSTRATE THE GENERAL DESIGN INTENT OF THE PROJECT. THE CONTRACTOR SHALL WORK CLOSELY WITH THE OWNER'S REPRESENTATIVE AND NOTIFY HIM AS ADDITIONAL INFORMATION IS NEEDED TO PROPERLY CONSTRUCT/INSTALL/BUILD ELEMENTS DEPICTED HEREIN.

THE SITE PLANS AND SPECIFICATIONS ARE INTENDED TO PORTRAY THE SITE AS A COMPLETED, FUNCTIONAL PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND COMPLETED, FUNCTIONAL PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR THE PEANS AND METHODS USED TO ACHIEVE THE COMPLETED SITE CONTIGN AS SET OUT IN THE PLANS. IT IS NOT THE INTENTION OF THESE PLANS TO PROVIDE SPECIFIC GUIDANCE OF EVERY ASPECT OF THE CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR THE IMPLEMENTATION OF THE PLANS IN COMPLIANCE WITH GENERALLY ACCEPTED PRACTICES AND UNDER CLIRENT STANDARDS. CONTRACTOR SHALL APPLY APPROPRIATE CONSTRUCTION DETAILS AND PROCESSES WHETHER OR NOT THESE INDIVIDUAL ASPECTS OF THE WORK ARE SPECIFICALLY CALLED OUT ON THE PLANS.

ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, LOCAL, STATE, AND FEDERAL REQUIREMENTS UNLESS SPECIFIED OTHERWISE. CONTRACTOR SHALL OBTAIN THESE DOCUMENTS, BECOME FAMILIAR WITH THEM AND HAVE THEM ON THE JOB SITE AT ALL TIMES.

2 THE CONTRACTOR SHALL MAKE ALL NECESSARY SITE VISITS AND INSPECTIONS TO BECOME FAMILIAR WITH THE PROJECT AND MAKE ANY INVESTIGATIONS WHICH ARE APPROPRIATE TO CONFIRM THE SOILS/GEOTECHNICAL INFORMATION, TOPOGRAPHIC INFORMATION, WETLANDS, UTILITIES, ETC. TO BE ABLE TO PREPARE THE BID FOR CONSTRUCTING THE PROJECT IN ACCORDANCE WITH THE DRAWINGS AND INFORMATION PROVIDED FOR BIDDING AND CONSTRUCTION, ANY DEVIATIONS AND/OR DISCREPANCIES IN THE CONTRACTOR'S FINDING'S VERSUS THE CONSTRUCTION DOCUMENTS SHALL BE REPORTED IN WRITING TO OWNER PRIOR TO THE BID AND PRICE TO COMMENCEMENT OF CONSTRUCTION ON THE AREAS IN QUESTION

3. GENERAL CONTRACTOR SHALL VERIFY THAT ALL NECESSARY PERMITS FOR CONSTRUCTION HAVE BEEN OBTAINED PRIOR TO THE START OF THE PROJECT. ALL REQUIRED PERMITS SHALL BE MAINTAINED ON SITE AT ALL TIMES.

#### GENERAL NOTES (CONTINUED)

4 ALL MATERIALS, METHODS AND DETAILS OF CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF FEDERAL, STATE, LOCAL MUNICIPALITY AND/OR THE APPROPRIATE UTILITY COMPANY, WHICHEVER TAKES PRECEDENCE. ALL RIGHT-OF-WAY CONSTRUCTION SHALL MEET LOCAL AND STATE DEPARTMENT OF TRANSPORTATION STANDARD INDEX AND SPECIFICATIONS, LATEST EDITION.

5. CONTRACTOR TO COORDINATE WITH OWNER TO DETERMINE CONSTRUCTION STAGING AND STORAGE AREA PRIOR TO COMMENCEMENT OF MOBILIZATION ANY CONSTRUCTION TRALERS USED ON-SITE BY THE CONTRACTOR (IF NECESSARY) SHALL BE PERMITTED THROUGH LOCAL GOVERNING AGENCY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ALL NECESSARY PERMITS, CONTRACTOR MAY UTILIZE EXISTING STRUCTURE AT TEMPORARY CONSTRUCTION ENTRANCE AND WILL BE RESPONSIBLE FOR ALL NECESSARY PERMITS AND UTILITY CONNECTIONS.

6. A COMPLETE SET OF APPROVED DRAWINGS MUST BE MAINTAINED ON SITE AT ALL TIMES THAT THE CONTRACTOR IS PERFORMING WORK.

7. WITHIN ALL NOTES, THE TERM CONTRACTOR SHALL MEAN THE GENERAL CONTRACTOR AND ANY SUBCONTRACTOR OR VENDOR PERFORMING CONSTRUCTION ON THE SITE.

#### LAYOUT NOTES

L DIGITAL BASE FILE SHALL BE MADE AVAILABLE FOR USE IN FIELD LOCATION OF ELEMENTS AND SITE FEATURES. HARDCOPY INFORMATION SHALL PREVAIL

2. CONTRACTOR SHALL STAKE THE LAYOUT OF THE CONSTRUCTION DOCUMENTS FOR OWNER AND OWNERS REPRESENTATIVE TO APPROVE PRIOR TO CONSTRUCTION

S. ALL FIELD ADJUSTMENTS SHALL RECEIVE APPROVAL FROM THE OWNER PRIOR TO CONSTRUCTION

#### FINAL ACCEPTANCE

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING "AS-BUILT" DRAWINGS CERTIFIED BY A FLORIDA REGISTERED SURVEYOR

'AS-BUILT' DRAWINGS SHALL BE PROVIDED TO THE OWNER AND OWNERS REPRESENTATIVE IN CAD AND HARDCOPY FORMATS

FINAL INSPECTION SHALL NOT OCCUR UNTIL "AS-BUILT" DRAWINGS HAVE BEEN PROVIDED 5. TO AND REVIEWED BY OWNER AND OWNERS REPRESENTATIVE.

THERE SHALL BE A MINIMUM TEN (10) DAYS NOTICE GIVEN FOR SCHEDULING THE SUBSTANTIAL COMPLETION INSPECTION.

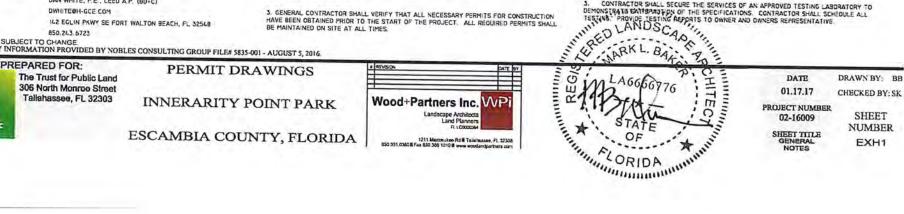
THERE SHALL BE A MINIMUM TEN (10) DAYS NOTICE GIVEN FOR SCHEDULING THE FINAL 5. INSPECTION

#### PAVING AND DRAINAGE NOTES

ALL GRADING, PLACEMENT OF FILL AND COMPACTION SHALL BE IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. ALL FILL PLACED AS A PART OF THIS PROJECT SHALL BE PLACED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. ALL FILL AREAS MUST BE COMPACTED AS STATED. A REPORT FROM AN APPROPRIATE LICENSED PROFESS ONAL MAYBE REQUIRED BY THE CONSTRUCTION INSPECTOR FOR ALL AREAS WITHIN THE RIGHT OF WAY

COMPACTION DENSITIES FOR ALL SELECT FILL ARE TO BE TAKEN IN SIX INCH (6') LIFTS IN ACCORDANCE WITH DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.

CONTRACTOR SHALL SECURE THE SERVICES OF AN APPROVED TESTING LABORATORY TO



#### PAVING AND DRAINAGE NOTES (CONTINUED)

GENERAL DETAILS NOTES (CON
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EXISTING CONDITIONS ABBREVIATIONS AND SYMBOLS 4. BOLTS, THREADED RODS, WASHERS, NUTS AND ALL BUILDING HARDWARE SHALL BE = A PORTION OF APO. ALL CONSTRUCTION LINES & GRADES SHALL BE ESTABLISHED AND MAINTAINED BY THE HOT-DIPPED GALVANIZED UNLESS OTHERWISE SPECIFIED. CONTRACTO = BIRCH = CALCULATED MEASUREMENT ENVIRONMEN (C) CH: CHB 5. ALL THROUGH BOLTS TO BE SMOOTH SHAFT WITH GALVANIZED NUTS, BOLTS, AND WASHERS CHORD BEARING 15 UNLESS OTHERWISE SPECIFIED. Z. CONT EVATIONS PRIOR TO CONSTRUCTION AND NOTIFY OWNER OF 3/20 CRAPE MYRTLE C(D) ANALYSIS WAS NOT CONDUCTED FOR THIS PROJECT R AND POSITIVE DRAINAGE OF ALL GRADES 6. NAILS: ALL NAILS SHALL BE HOT DIPPED GALVANIZED. FINISH NAILS SHALL BE ANNULAR 0346099-002-EI/17 ALLOY ALUMINUM UNLESS OTHERWISE SPECIFIED. = DELTA OR CENTRAL ANGLE . DEED BOOK D.B PERMIT THE THE ELEVATIONS OF ALL TIE- N-POINTS FOR 7. ALL WELDS CONTINUOUS INSTALLA ELLIP. = FULIPTICA ND FINISHED WORK, AND NOTIFY THE OWNER'S 2 = END OF STATIONS = FLORIDA DEPARTMENT OF TRANSPORTATION EOS REPRESEN 8. INSTALL ALL SITE FURNISHINGS PLUMB, LEVEL, TRUE TO LINE AND AT ELEVATIONS F.D.O.T. TEOFFLO = FOUND CONCRETE MONUMEN FIELD MEASUREMENT INDICATED (F) FIRC @ IE D L EN THE PROPOSED GRADES AS SHOWN ON THE PLAN FOUND IRON ROD AND CAP 9. RESTORE DAMAGED FINISHES AND REPLACE DAMAGED OR DEFECTIVE UNITS AT NO AND THE EXIST THE CONTRACTOR, WITH PRIOR APPROVAL FROM THE FND FOUND NAIL AND DISK ADDITIONAL EXPENSE TO OWNER. OWNER, SHALL MAKE GRADING ADJUSTMENTS NECESSARY TO MAINTAIN THE GENERAL INTENT ID. = INDENTIFICATION OF THE DESIGN INV. = INVERT ID. SUBHIT SHOP DRAWINGS, PRODUCT DATA AND MAINTENANCE DATA FOR APPROVAL PRIOR TO LOLSO - LIVE OAK - LAND BUSINESS NUMBER PURCHASING, FABRICATION AND INSTALLATION CONTRACTOR SHALL PROTECT ALL TREES, VEGETATION AND REFERENCE POINTS AS = SURVEYOR REGISTRATION NUMBER = MITERED END SECTION INDICATED ON THE DRAWINGS. MES II. ALL CONCRETE FOOTINGS, BASES, AND WALKS SHALL BE A MINIMUM OF 3,000 PSI, UNLESS OTHERWISE SPECIFIED NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988 = NOW OR FORMERLY = NATIONAL GEODETIC VERTICAL DATUM OF 1929 N/F ALL SLEEVE LENGTHS AND LOCATIONS ARE APPROXIMATE AND MAY REQUIRE SLIGHT NGVD29 12. CONSTRUCT EXPANSION JOINTS WHERE WALKS MEET CURBS, STEPS, WALLS, OR FIXED FIELD ADJUSTMENTS TO FIT CONDITIONS NQ. = NUMBER SLABS OR AS OTHERWISE STATED IN THE ENGINEERING PLANS = ORNAMENTAL PLAT 0 R = OFFICIAL RECORD BOOM 13. ALL PAVER DIMENSIONS TO BE ACTUAL. ALL LUMBER DIMENSIONS TO BE NOMINAL. 7 CONTRACTOR SHALL COORDINATE THE CONSTRUCTION OF THE PAVING WITH ALL OTHER P. (P) \* PAGE = PLAT MEASUREMENT CONSTRUCTION ABBREVIATIONS P.B = PLAT BOOK = POINT OF CURVATURE = POINT OF INTERSECTION P.C. ALL SIDEWALKS AND RAMPS SHALL HAVE A MAXIMUM CROSS SLOPE OF 2%. a. I DIMENSIONS AND MEASUREMENTS P.O.T · POINT ON TANGENT POINT OF TANGENCY ALL SIDEWALKS SHALL NOT EXCEED SLOPE OF 5% UNLESS OTHERWISE INDICATED. ACRE(S) 9. CF CUBIC FOOT/FEET R: RCP = RAD.LS DEGREE(S) DEG(\*) CY CUBIC YARD(S) = REINFORCED CONCRETE PIPE ELEV DIA (D) DIAMETER RESERVED PARKING 13. TOLERANCE OF ANY HORIZONTAL GAP SHALL BE NO GREATER THAN 1/2" AND THE VERTICAL SDL FFE FINISHED FLOOR ELEVATION = STORM DRAIN INLET CHANGE SHALL BE NO GREATER THAN 1/4". WHICH INCLUDES BUT IS NOT LIMITED TO THE FT FOOT/FEET SIRC = SET IRON ROD AND CAP LB #3293 RADIUS OF ANY CONCRETE EDGE AND UNIT PAVING EDGE. GAL GSF GALLON(S) GA GAUGE STA - STATION ON BASELINE OF SURVEY GROSS SQUARE FEFT GPM GALLONS PER MINUTE TCP TERRA COTTA PIPE H:V HORIZONTAL VERTICAL HEIGHT 14. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMITTED CONSTRUCTION - TOP OF WALK INCHIES) HORIZ HORIZONTAL DOCUMENTS. ANY DEVIATION FROM THE APPROVED CONSTRUCTION DOCUMENTS SHALL BE THE W.E. = WATER ELEVATION UF LINEAR FOOT/FEET LB POUND WLE = WETLAND FLAG SOLE RESPONSIBILITY OF THE ORGANIZATION AND/OR ENTITY RESPONSIBLE FOR THE INSTALLATION TO UPDATE/REPLACE ANY DEFICIENT MATERIAL/EQUIPMENT NECESSARY TO m MILES MAX MAXIMUM MSE 1,000 SOUARE FEET BRING THE FINAL PRODUCT TO THE STANDARDS OF THE PERMITTED CONSTRUCTION MINIMUN MIN DOCUMENTS. NTS NOT TO SCALE MILES PER HOLR mph PSI MSL POUNDS PER SOUARE INCH SY SOUARE YARD MEAN SEA LEVEL ON CENTER 15. ALL SIDEWALKS AND RAMPS CONSTRUCTED SHALL COMPLY WITH ALL LOCAL, STATE, AND THICKNESS 100 SOUARE FEET YR FEDERAL ADA REGULATIONS, LAWS, AND POL CIES, INCLUDING PEDESTRIAN CROSSINGS YEAR HIGIW THROUGH DRIVEWAYS 2. GENERAL 16. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTING ALL ADA ACCESSIBLE ROUTES. AASHTO AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS PURSUANT TO LOCAL, STATE, AND FEDERAL ADA REGULATIONS ADA AMERICANS WITH DISABILITIES ACT ARCH ARCHITECT/ARCHITECTURAL BLDC BUILDING CO CERTIFICATE OF 17 THE CONTRACTOR WILL RETROFIT ALL DRIVEWAYS, SIDEWALKS, AND ACCESSIBILITY RAMPS OCCUMPANCY TO MEET CURRENT DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. DENOLISH DEMO EXT EXTENSION DEP DEPARTMENT OF ENVIRONMENTAL PROTECTION FIRM FLOOD INSURANCE RATE MAP 18. REGARDING GRADES OR SLOPES COMPARED TO ADA REQUIREMENTS, THE CONTRACTOR DOT DEPARTMENT OF TRANSPORTATION GPS GLOBAL POSITIONING SHALL CONTACT THE OWNER OR OWNERS REPRESENTATIVE FOR CLARIFICATION, PRIOR TO SYSTEM IMPLEMENTATION FX EXISTING INVERT FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY LIMITED LIABILITY LLC CORPERATION GENERAL DETAILS NOTES FLORIDA DEPARTMENT OF TRANSPORTATION FOOT MEP MECHANICAL ELECTRICAL PLUMBING I. THESE NOTES SHALL APPLY TO ALL DETAILS INCLUDED IN THIS SET OF CONSTRUCTION MAINTENANCE MAINT NEIP NATIONAL FLOOD DOCUMENTS. INSURANCE PROGRAM NECH MECHANICAL **REV REVISION** 2. ALL WOOD, IN CONTACT WITH GROUND, UNLESS OTHERWISE SPECIFIED, SHALL BE SOUTHERN MUTCO NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM TYP TYPICAL NATIONAL FIRE PROTECTION AGENCY PROPISED MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES YELLOW PINE, SPIB GRADE NO. 2 COMMON OR BETTER, S4S, SIZED AS SHOWN ON DRAWINGS, NPDES NFPA. TREATED AWPB LP22. PROP PROPOSED PSM PROFESSIONAL SURVEYOR & MAPPER 3. CONTRACTOR TO CONSTRUCT 5'-O' BY 5'-O' DEMONSTRATION AREA FOR ALL CONCRETE RLS REGISTERED LAND SURVEYOR SPECIFICED AND 5'-0' BY 5'-0' DEMONSTRATION AREA FOR ALL SPECIALTY PAVEMENT AT RIGHT OF WAY LEAST ONE WEEK PRIOR TO ON-SITE APPLICATION. FINAL APPLICATION MUST BE COMPATIBLE ROW STD STANDARD (MATCH) WITH DEMONSTRATION AREAS TRANS TRANSITION UNITED STATES GEOLOGICAL SURVEY PLAN IS SUBJECT TO CHANGE 1565 SURVEY INFORMATION PROVIDED BY NOBLES CONSULTING GROUP FILE# 5835-001 - AUGUST 5, 2016.

. SANITARY SEWER MANHOLE 6% = SIGNAL CONTROLLER -C2 + SIGNAL SPAN POLE = SINGLE SUPPORT SIGN 130.1 = SPOT ELEVATION = STAND PIPE Θ = STORM DRAIN INLET 0 = STORY DRAIN MANHOLE = TELEPHONE PEDESTAL (A) . TRAFFIC CIRCULATION ARROW = UTILITY POLE -Ф Ŵ = WATER METER 0 = WATER VALVE COVER 1 = WIRE PULL BOX

= AIR CONDITIONER

= BENCH MARK

= CLEANOUT

= FLAG POLE

= FLOOD LIGHT

= FIRE HYDRANT

= CAS METER

= GENERATOR

= HOSE BIB

= LIGHT POLE

= POWER POLE

= PARKING COUNT

- MANHOLE

= BACKFLOW PREVENTER

= COMMUNICATION MANHOLE

= ELECTRIC MANHOLE

- ELECTRIC OUTLET

= GAS YALVE COVER

= GUY WIRE ANCHOR

= HANDICAP PARKING

= IRRIGATION CONTROL VALVE

. UTILITY POLE WITH LICHT

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306 North Monroe Street Tallahassee, FL 32303			01.17.17 CHECKED BY: SK
	INNERARITY POINT PARK	Wood+Partners Inc. WPi Landscape Architects	PROJECT NUMBER 02-16009 SHEET
	ESCAMBIA COUNTY, FLORIDA	/LLCOXOX4	SHEET TITLE NUMBER
		500 391 0360 B / as 650 395 1010 B www.woodardpathets.com	GENERAL EXH2

#### SEQUENCE OF CONSTRUCTION

UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER, PARKING, LAYDOWN, PORTA-POTTY, WHEEL WASH, CONCRETE WASHOUT, FUEL AND MATERIAL STARBANS NTAINERS, SOLID WASTE CONTAINERS, ETC., IMMEDIATELY DENOTE THEM ON THE SITE MAPS AND NOTE ANY CHANGES IN LOCATION AS THEY OCCUR THREE CONSTRUCTION PROCESS. 4/20 PHASE 1:

- 1.
- SE 1: 0346099-002 EV 2 D CONSTRUCTION ENTRANCE (1) AND INSTALL SILT FENCE. CONSTRUCTION SE BILIZE SEDIMENT BASIN AND DRAINAGE SWALES WITH APPROPRIATE OUTFALL STRUCTURES (CLEAR ONLY THOSE AREAS NECESSARY TO 2. STADL DEVICES LISTED ABOVE)
- A CHARTER DECTION AT EXISTING INLET(S). INST/ 3.
- INSTALL AND STABILIZE ANY NECESSARY HYDRAULIC CONTROL STRUCTURES (DIKES, 4. CHECK DAMS, OUTLET TRAPS, RISER PIPE DISCHARGE POINT, ETC.)
- 5. PREPARE CLEARING AND GRUBBING OF THE SITE, IF APPLICABLE.

#### PHASE 2:

- PERFORM MASS GRADING. ROUGH GRADE TO ESTABLISH PROPOSED DRAINAGE PATTERNS. 6.
- 7. START CONSTRUCTION OF THE BUILDING PAD AND STRUCTURES.
- TEMPORARILY SEED WITH PURE LIVE SEED, THROUGHOUT CONSTRUCTION, DISTURBED AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE OR AS REQUIRED 8. BY GENERIC PERMIT.

HALT ALL ACTIVITIES AND CONTACT THE CONSULTANT TO PERFORM INSPECTION AND CERTIFICATION OF BMPS. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE-CONSTRUCTION MEETING WITH CONSULTANT AND ALL GROUND-DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.

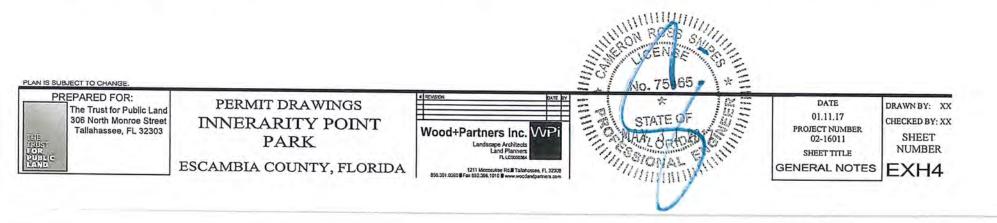
#### EROSION CONTROL NOTES

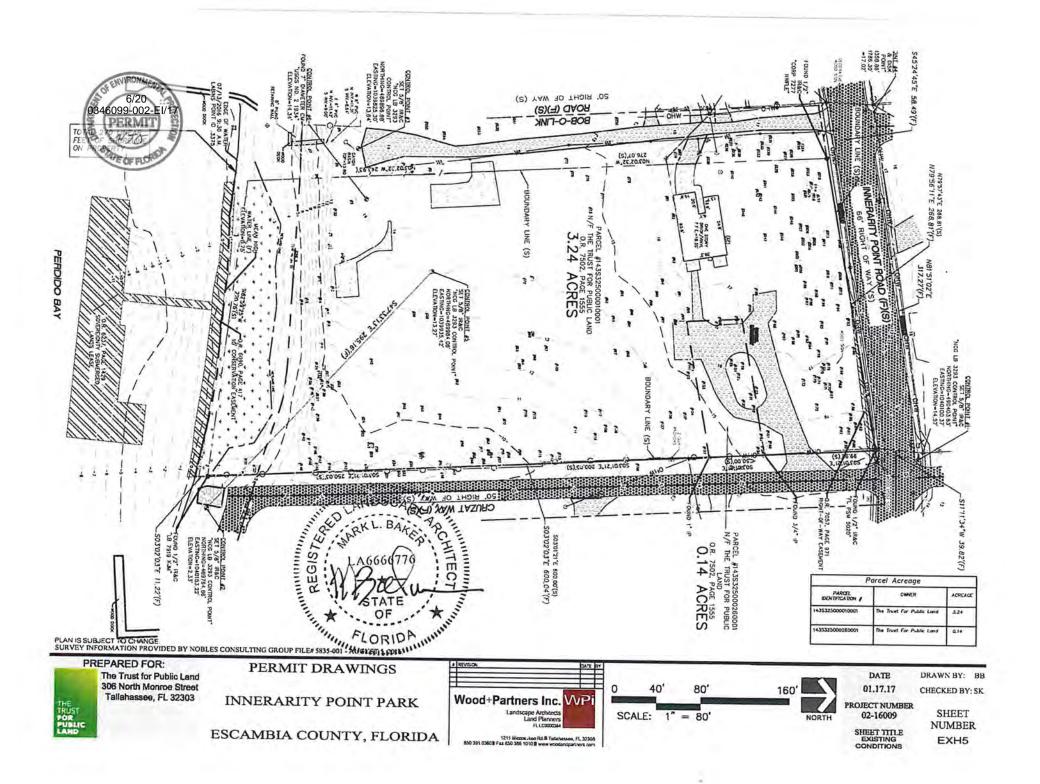
- 1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THIS EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
- ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
- THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
- BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.
- EROSION CONTROL PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR 5. REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
- THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT. 7. CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND
- CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES. 8.
- ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND 9. CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- 11. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
- 12. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THE PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE. ATA ROSS
- 13. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY CEASED.

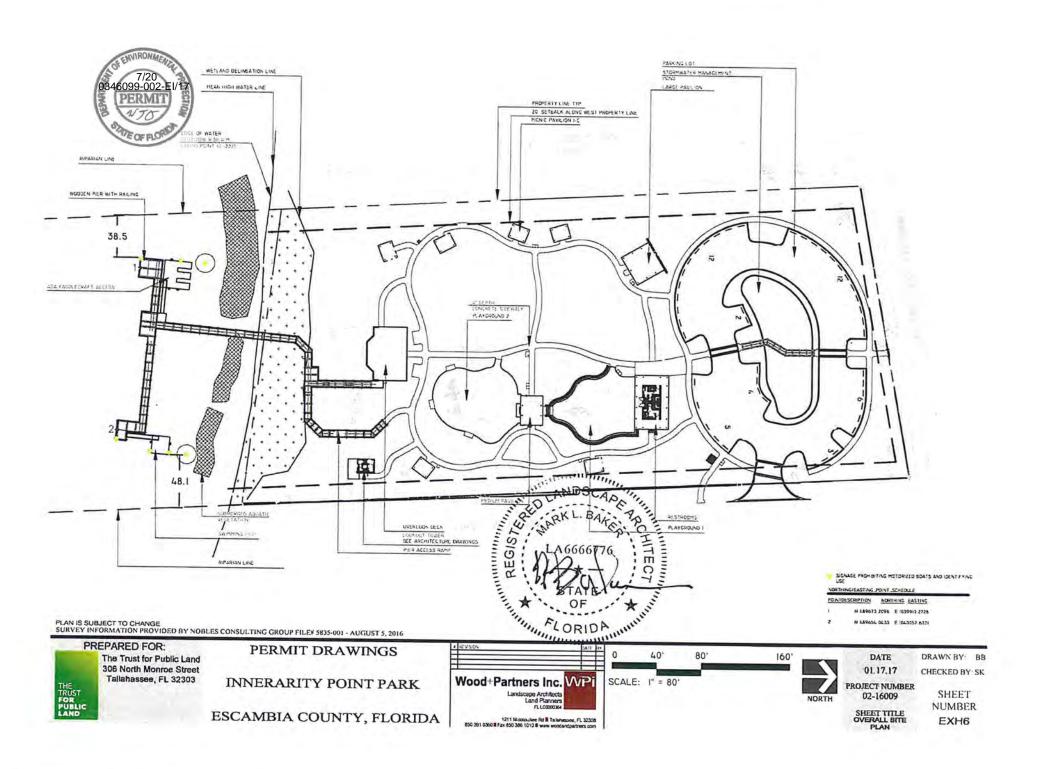
CASE MORE THAN 7	DAYS WHERE CONSTRUCTION HAS TEMPOR	ARILY CEASED.	LICENS SHIT	2	
PREPARED FOR: The Trust for Public Land 306 North Monroe Street Tallahassee, FL 32303 FUDIALC	PERMIT DRAWINGS INNERARITY POINT PARK ESCAMBIA COUNTY, FLORIDA	BENSON     OATE BY     OATE BY	OMAX-11-3017 ST	DATE 01.11.17 PROJECT NUMBER 02-16011 SHEET TITLE GENERAL NOTES	DRAWN BY: XX CHECKED BY: XX SHEET NUMBER EXH3

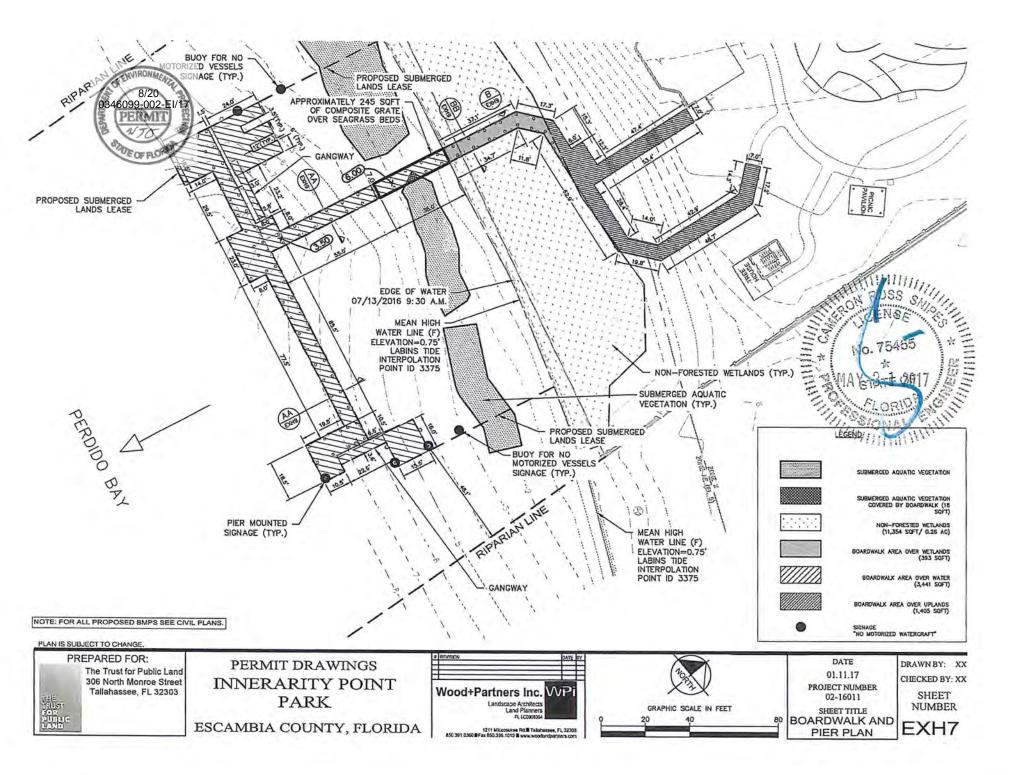
#### EROSION\_CONTROL NOTES (CONT.)

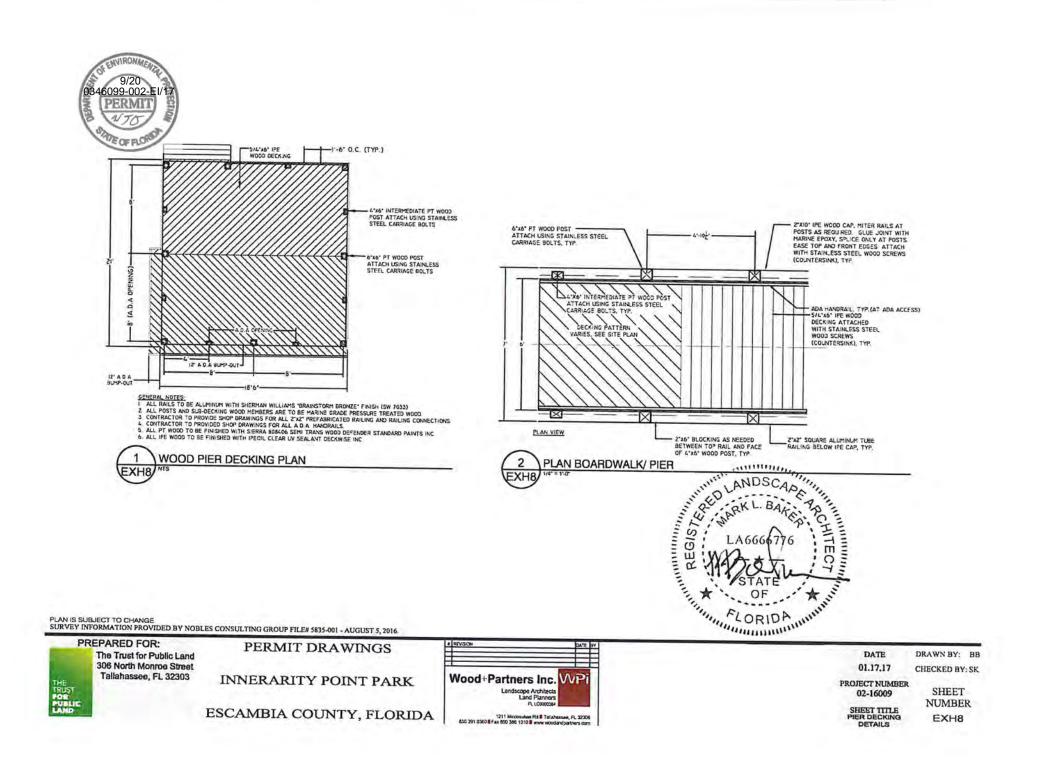
- THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE 14. DISTURBOOM SEED NO 5/2012 TANN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED IN THESE AREAS. REFER TO SECTION 981 OF THE STANDARD SPEC 0346099-002-EU17 EDING AND MAINTENANCE REQUIREMENTS.
- 15. IF THE APERMON VEICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE WEE MUST BE ASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND THAT THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE. 16. ALL MATER TO THE D. DROPPED, WASHED, OR TRACKED FROM VEHIC
- ED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED AS SOON AS POSSIBLE.
- 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
- 18. ON-SITE & OFF SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
- 19. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
- 20. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.
- 21. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACK FILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
- 22. LOCATION OF SILT SCREEN FENCE IS SCHEMATIC AND NOT TO BE USED FOR STAKE OUT PURPOSES.
- 23. ANY CONSTRUCTION ADJACENT TO A WETLAND AREA SHALL BE PERFORMED FROM THE UPLAND SIDE OF THE AREA. CONSTRUCTION ENCROACHMENT INTO A WETLAND AREA IS NOT ALLOWED UNLESS PERMITTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
- ALL BMP LOCATIONS SHOWN ARE FOR GRAPHIC DEPICTION AND GENERAL LOCATION ONLY. ITEMS ARE TO BE INSTALLED PER DETAILS ON PLAN SET. 25
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BMP DEVICES THROUGH THE DURATION OF ALL CONSTRUCTION OPERATIONS IN ACCORDANCE WITH THE N.P.D.E.S. PROGRAM.
- 26. PRIOR TO ANY EARTHMOVING OPERATIONS, THE CONTRACTOR SHALL INSTALL BMP DEVICES IN THE LOCATIONS SHOWN HEREON AND CONTACT RESOURCE PROTECTION SERVICES TO INSPECT ANY INSTALLATION OF THE REQUIRED SILT FENCING AROUND ANY PRESERVE AREAS.
- 27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF WIND AND DUST DURING ALL PHASES OF CONSTRUCTION BY USING WATER TRUCKS, WIND FENCING OR OTHER DEVICES AS APPROVED BY THE APPROPRIATE AGENCY.
- 28. THE CONTRACTOR SHALL BE RESPONSIBLE TO SAFELY STORE EQUIPMENT, FUEL, OIL AND OTHER HAZARDOUS DEVICES IN A MANNER TO PREVENT GREASE, OILS, FUEL AND OTHER HAZARDOUS SUBSTANCES FROM CONTAMINATING THE STORMWATER MANAGEMENT AND COLLECTION SYSTEMS AND PRESERVATION AREAS.
- 29. THE SILT FENCING AND OTHER BMP DEVICES SHALL BE REMOVED AFTER CONSTRUCTION IS COMPLETE AND ACCEPTED BY THE OWNER.
- 30. BMP MEASURES SHOWN ARE A MINIMUM.
- 31. BEST MANAGEMENT PRACTICES SHOWN FOR OPEN THROAT AND GRATED SWALE INLETS SHALL BE INSTALLED AS APPROPRIATE FOR VARIOUS PROJECT PHASES.
- 32. SOD A 2' WIDE STRIP BEHIND ALL CURBING AND EDGE OF PAVEMENT WHERE CURB IS NOT PRESENT.
- 33. SOD AROUND ALL INLETS, JUNCTION BOXES, ETC. AND GRASS ALL SWALES.
- ADDITIONAL BMP MEASURES MAY BE NECESSARY TO ENSURE THAT TURBID WATER IS NOT DISCHARGED FROM CONSTRUCTION SITE. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING COMPLIANCE WITH STORMWATER POLLUTION PREVENTION PLAN, THE N.P.D.E.S. PERMIT AND THE CONDITIONS OF THE NWFWMD ENVIRONMENTAL RESOURCE PERMIT.

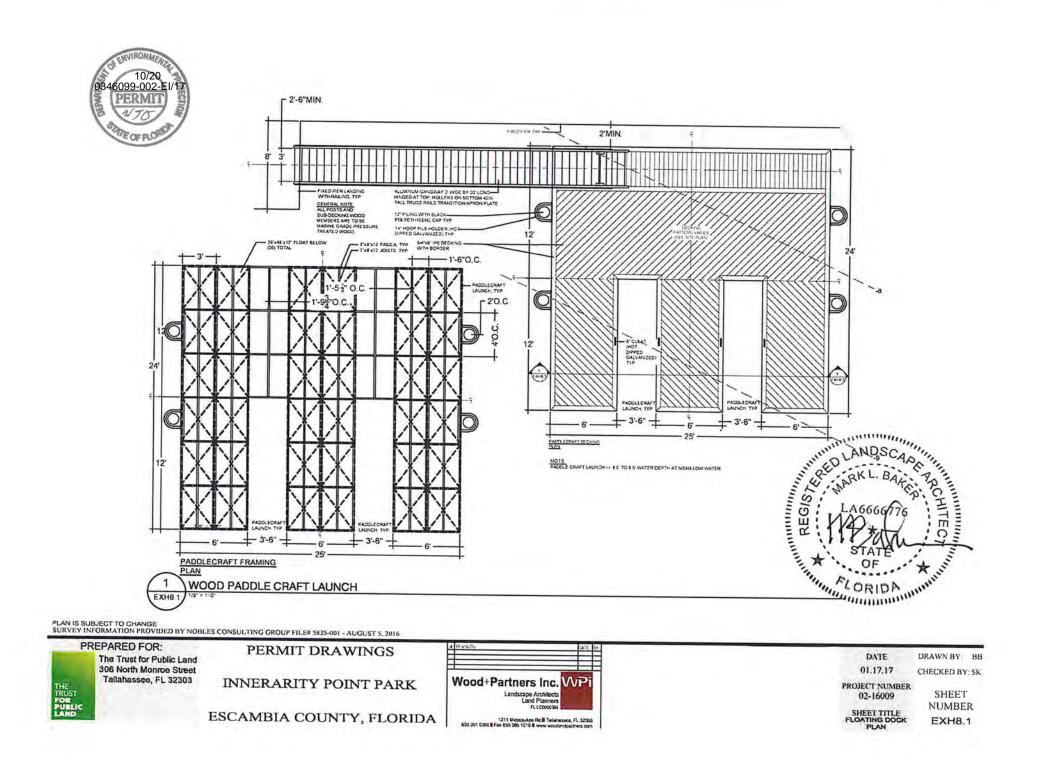


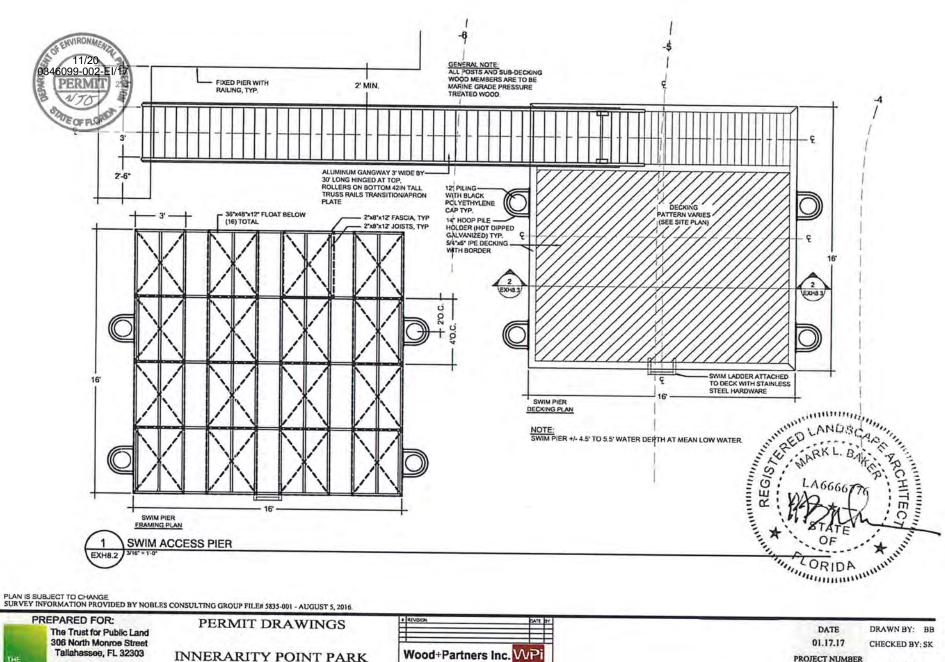








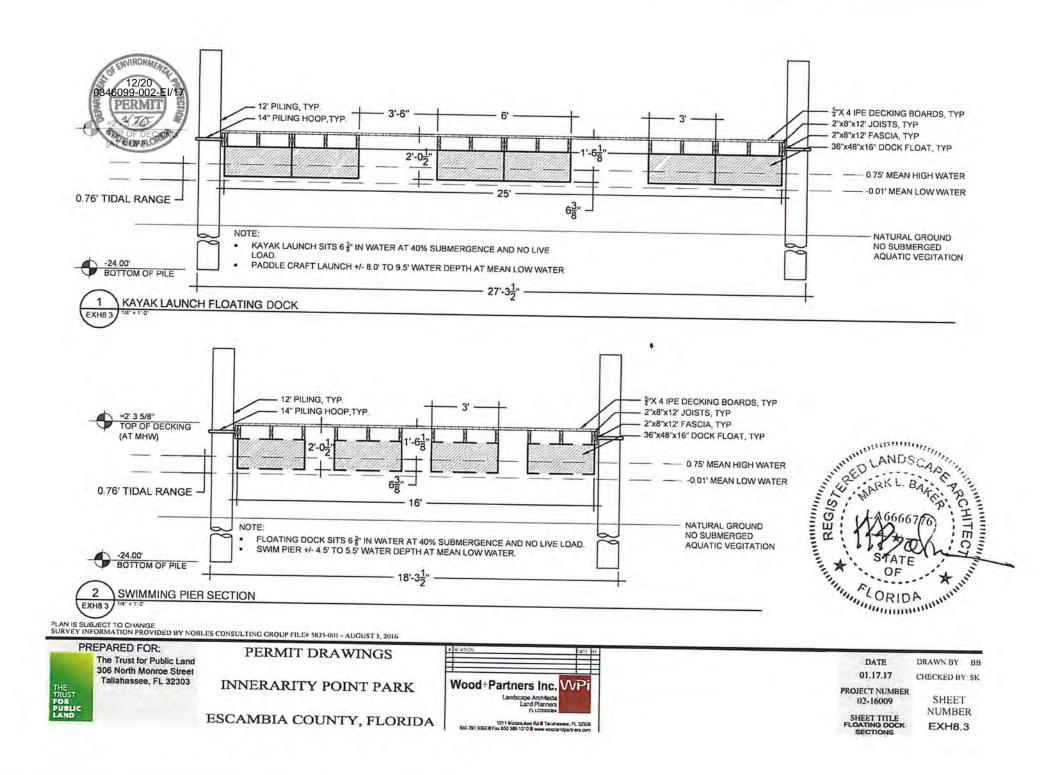


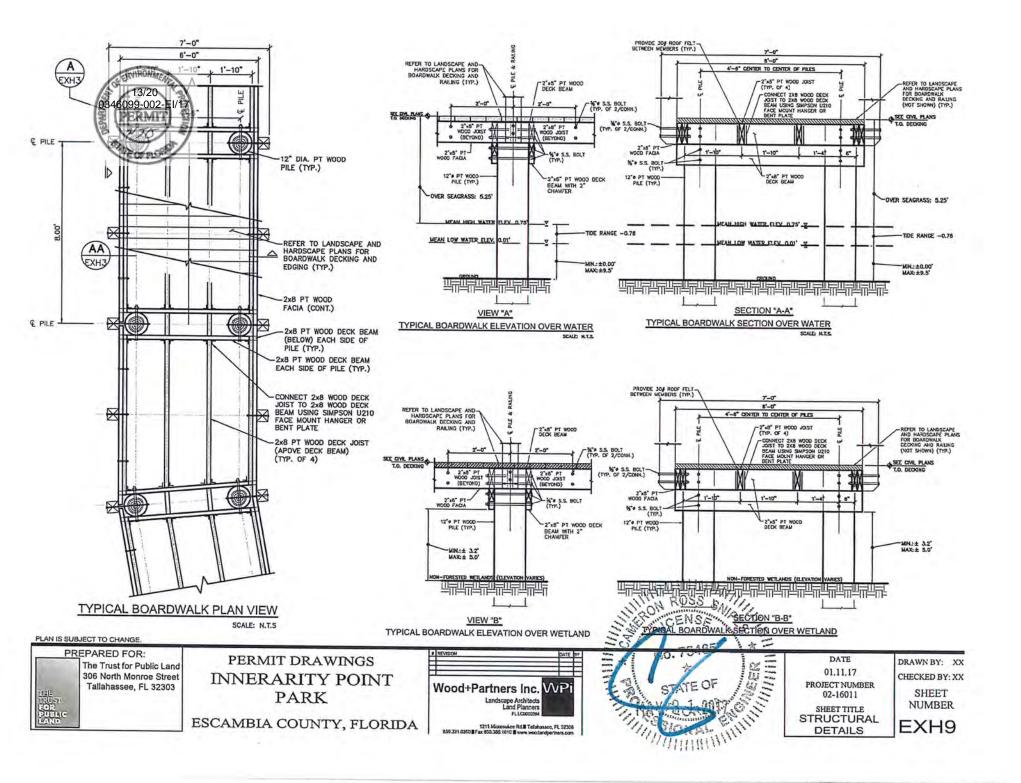


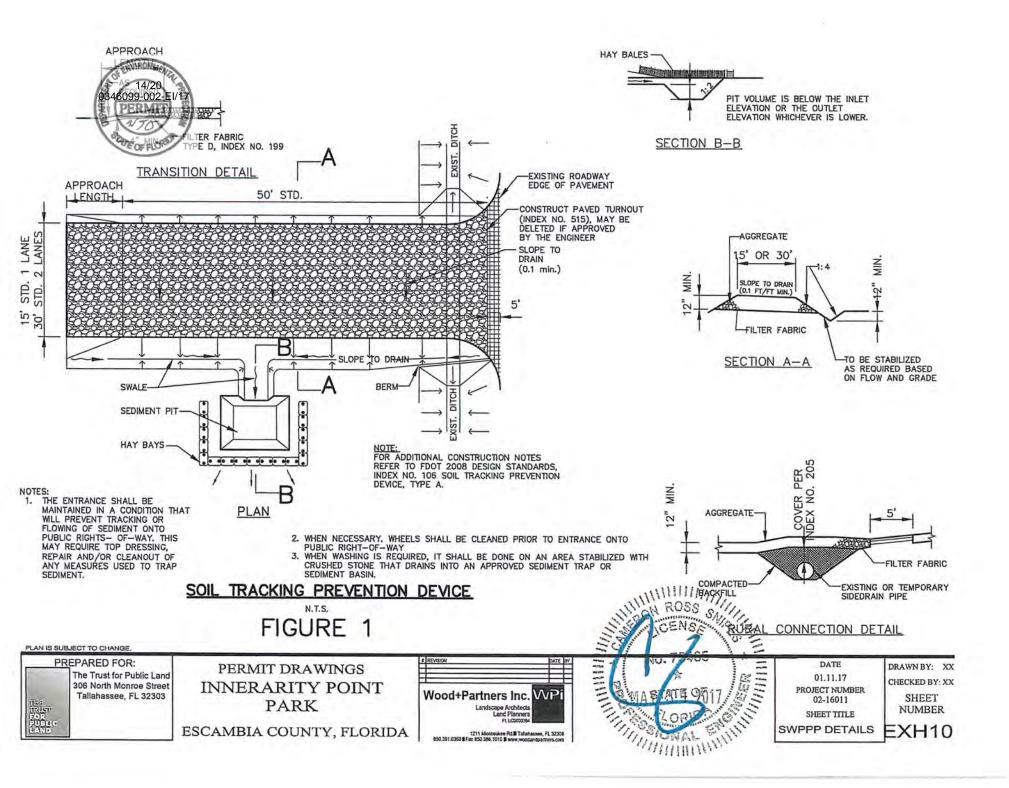
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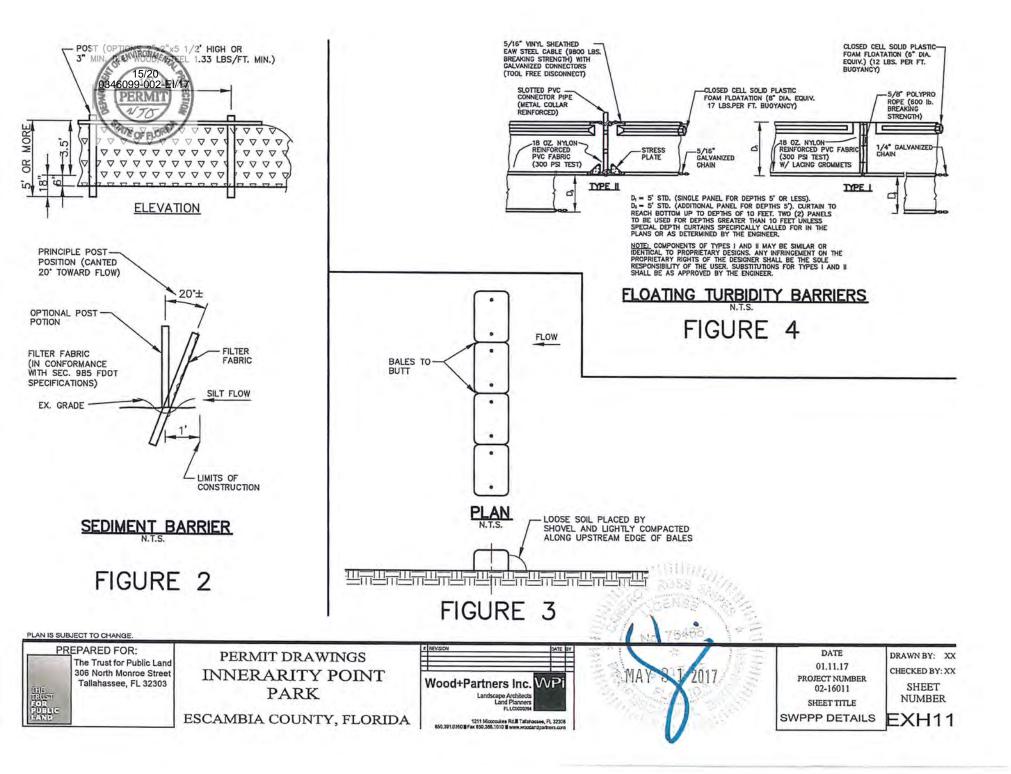
ESCAMBIA COUNTY, FLORIDA

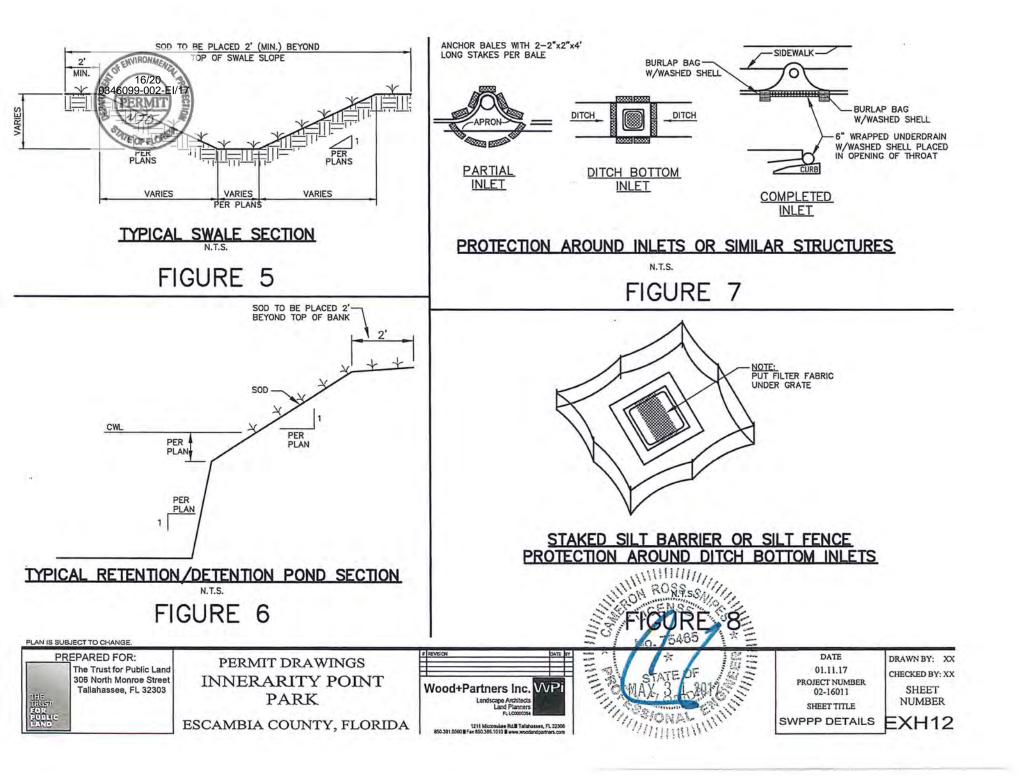
Wood+Partners Inc. WP Landscape Architects Land Planners FL LC0000564 1211 Microsulture Rd II Tallahassee, FL 32306 850 301 0360 II Faa 650 366 1010 II www.woodangaathers.com

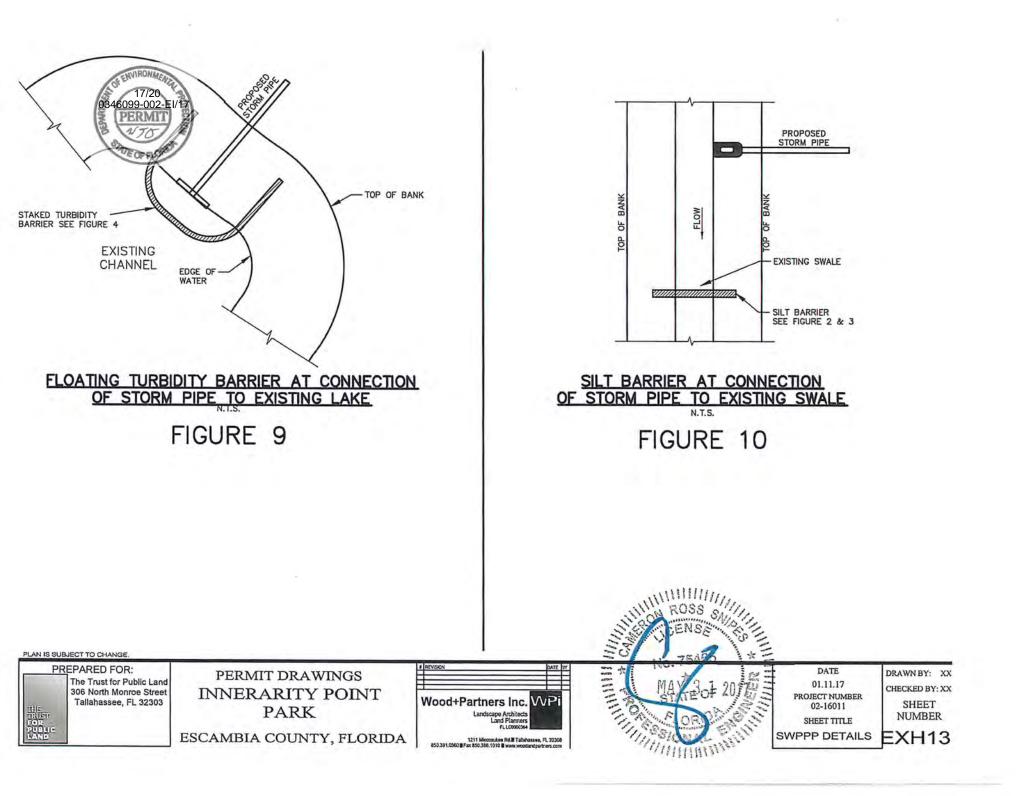


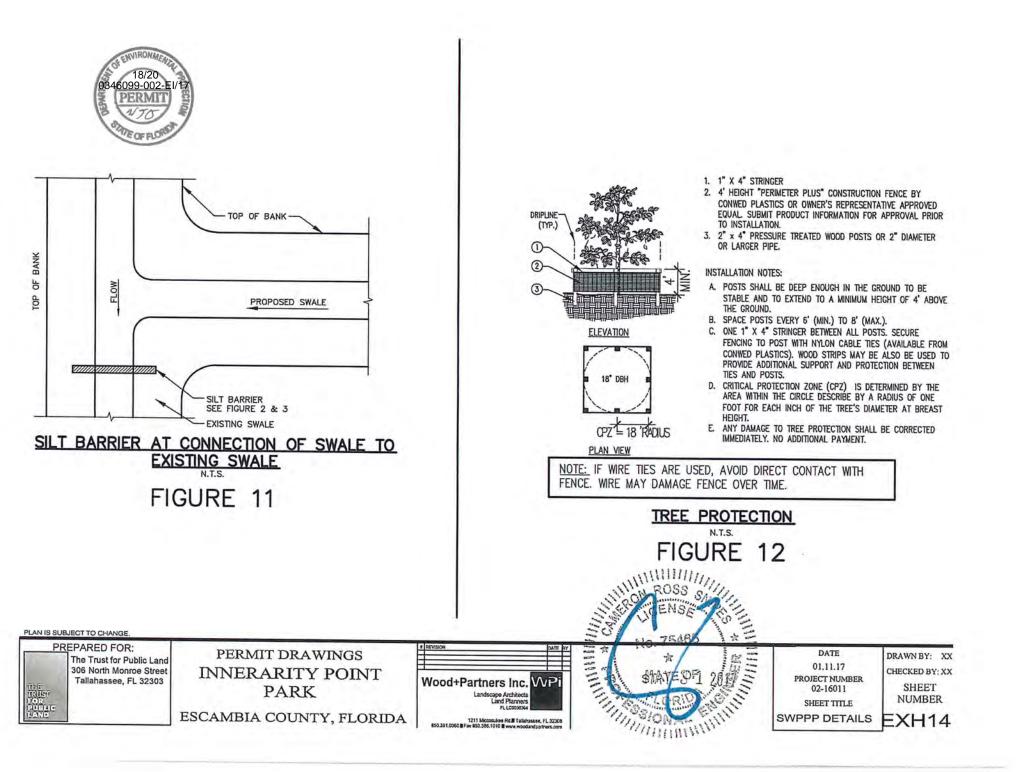


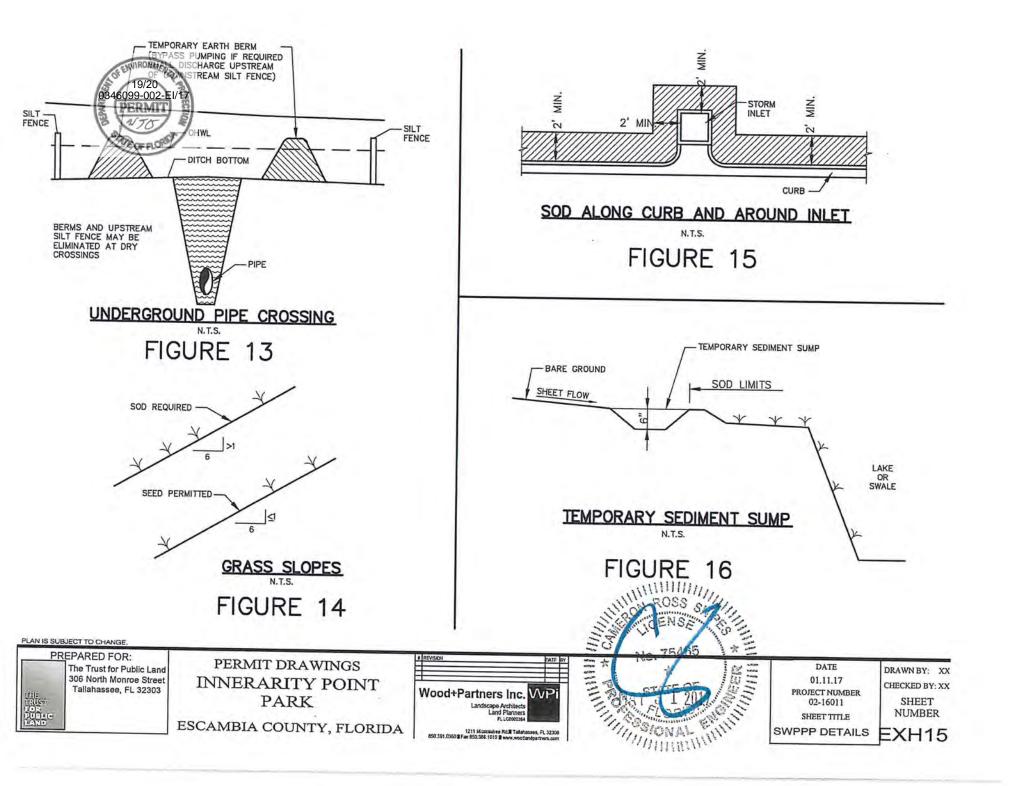








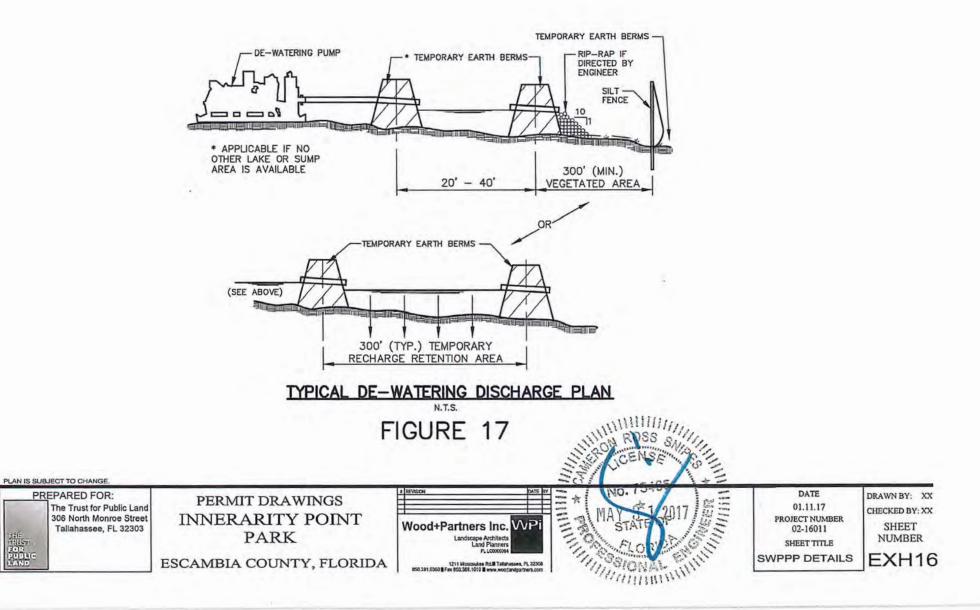






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1. THE CONTRACTOR MID SUPCONTRACTORS SHALL GRIMIN A COPY OF THE LIGHTLD DEPARTMENT OF TRANSPORTATION TATADARGO SEPERATIONS FOR ADD. AND BREDE CONSTRUCTORY (LATEST ESTIMUN) AND BECOME FAMILIAR WITH THE CONTENTS FROM TO COMMENSOR WORK, AND, UNLESS OTHERWISE NOTED, ALL WORK SHALL CONTONIN AS APPLICABLE TO THESE STIMUNDS AND SECURICITIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL WATERIAL AND LABOR TO CONSTRUCT THE FAULTY AS SHOW AND DESCRIED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE PROVING AUTHORIES, SPECIFICATION NO REQUIREMENTS, CONTRACTOR SHALL CLAR AND ORDE ALL AREAS ULLESS OTHERWISE INDUCATED, REMOVING TREES, STUMPS, ROOTS, MUCH, EXISTING PAVEMENT AND ALL OHRER DELETIONS WATERIAL.

PAYABATI AND ALL OPER DELETIRIOUS MATERAL. DISTINU UTILITS: SHOW ARE LOADED ACCORDING TO THE INFORMATION AVAILABLE TO THE DIVIDED THE TIME OF THE TOPOLOGANO SURVEY AND HARE NOT BEDD ACCPRIDENTLY VERSIED BY THE CONSET FOR THE ACCOUNT OF TOPOLOGANO SURVEY AND HARE NOT BEDD ACCPRIDENTLY VERSIED BY THE CONSET FAIL THE LOADED OF THOSE SHOWS AND RESTINGTING AND SHALL BE DODE BY DEVELONG AND ADDITIONED THE CONTRACTOR'S RESPONDENT AND SHALL BE DODE BY DEVELOPMENT DISTINUT UTILITS. THE CONTRACTOR'S RESPONDENTLY AND SHALL BE DODE BY DEVELOPMENT ALL DAVAGES UND THE CONTRACTOR'S RESPONDENT AND SHALL BE DODE BY DEVELOPMENT ALL DAVAGES UND THE CONTRACTOR'S RESPONDENT AND SHALL BE DODE BY DEVELOPMENT ALL DAVAGES UND THE CONTRACTOR'S RESPONDENT AND SHALL BE DODE BY DEVELOPMENT BY DEVELOPMENT AND ALL DAVAGES UND THE CONTRACTOR'S AND ADDITION OF AND SHALL BE BY DEVELOPMENT AND ALL DAVAGES AND SHALL DAVAGES AND ADDITION OF AND SHALL BE BY DEVELOPMENT AND ALL DAVAGES AND SHALL DAVAGES AND ADDITION OF ADDITIONAL ADDITIONAL DAVAGES AND ADDITIONAL ADDITIONAL DAVAGES AND ADDITIONAL ADDITIONAL ADDITIONAL ADDITIONAL ADDITIONAL DAVAGES AND ADDITIONAL A

MAINTENANCE

LI MEASNES STATED ON THE EROSION AND SEDMENT CONTROL FLAN, AND IN THE STORM WATER POLLUTION PREVENTION FLAN, SHALL BE MANTANED IN FULLY FRACTIONAL CONTROL NOTIL NO LONGER REGURDE TRA CONTROL MEASNESS STATE DE CREDERS DE 14 OUARED FRACTORIS AL LEAST ONE CONTROL MEASURE CONTROL MEASNESS STALLE DE CREDERS DE 14 OUARED FRACTORIS AL LEAST ONE CREST SEIN CAUEDARE DATS AND WITHIN 24 HOURS OT THE DID OF A 0.5" RANFALL EVENT, AND CLEANED AND REPARED IN ACCORDANCE WITH THE FOLLOWING:

INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.

ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE "FERTILIZED, WATERED AND RESEEDED AS NEEDED. FOR MAINTENANCE REQUIREMENTS REFER TO SECTION 981 OF THE STANDARD SPECIFICATIONS.

SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.

THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OF FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.

THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.

GENERAL CONSTRUCTION NOTES

- ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST. RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBJECTIVE OF DEMONSTRY A CRETIFIED RECORD SURVEY SIGND AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERD IN THE STATE OF FLOREA DEPICTIVE THE ACTUAL RELID LOCATION OF ALL CONSTRUCTED MANOREMENTS THAT A SHE REQUIRED BY THE JURGISCITIONAL ABENESF FOR THE CRETIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILT.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION INFORMATION INFORMATION INFORMATION INFORMATION APPROPRIATE FOR THE UPPORT OF CONTRACTOR AND ADDRESS OF AN ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND FOR THE UPPORT OF CONTRACTOR. ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND SHARADE DYTE CONTRACTOR.
- 11. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONNERT PERMITS REQUIRED.
- ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.
- 14. ALL STORM DRAIN LINES AND ACCESSORIES SUCH AS, BUT NOT LIMITED TO PIPES, INLETS, CONTROL STRUCTURES, UNDERDRAINS AND SWALES WILL BE CONSTRUCTED TO ALIGNMENT AND LOCATIONS SHOWN ON PLANS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- 15. THE NATIONAL GEODETIC VERTICAL DATUM OF 1988 (NAV88) IS THE BENCHMARK DATUM FOR THIS PROJECT.
- I.E. THE MAINTENANCE OF TRAFFERER THE PROJECT SMALL BE IN ACCOMMAND. SITH THE APPICARE DOT INCOMMANDER OF DESCRIPTION OF THE DOCUMENTS. THE MANAGE OF NUMBER OF DESCRIPTION PROJECTION OF THE DOCUMENTS. THE MANAGE OF NUMBER OF THE DOCUMENTS. THE DESCRIPTION OF THE DOCUMENTS. THE THE DOCUMENTS AND THE DOCUMENTS AND THE IN THE DESCRIPTION OF THE DOCUMENTS. THE DOCUMENTS AND THE DOCUMENTS AND ADDRESS WARNING DEVI WITHIN THE PE AT ALL TIMES.
- 17. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) AND FLORIDA ACCESSIBILITY CODE (FAC).

#### SEQUENCE OF CONSTRUCTION

UPON MUPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAUER, PARKING, LANDOWN, PORTA-POTTY, WHEE WASH, CONCRETE WASHOLT, FIEL AND MATERIAL STORAGE CONTAINERS, SALD WASTE CONTAINERS, ETC., MMEDIATELY DENOTE THEM ON THE SITE MAPS AND NOTE ANY CHARGES IN LOCATION AS THEY COULD PHOLOHOUT THE CONSTRUCTION PROCESS.

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- PAVEMENT A MINIMUM VELTS THE EXEMPTION FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.

CONTRACTOR NOTICE 2012 (as revised July 2012)

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FOR PUBLIC

The Contractor & Owner will be held accountable during construction for all site Compliance with Florids Statutes (\$35,3041 (FS.), and the 2010 Florida Accessibility C Construction (FACEC), is monitory. If incorrect at find inspection, contractor will be re-construction to comply with F.S. and FACBC. The following items take precedence and construction to the state of the state

Accessible parking spaces shall be located on an accessible route no less than 44" wide so that not be compelled to walk or wheel behind parked vehicles. §208.3 and 502.3, FACBC and F.5 533.5041.

Accessible parking spaces and access aisles serving a particular building shall be located on the sho accessible route from H/C parking to an accessible entrance. §208.3.1 FACBC and F.S. 553.5041

Accessible parking spaces <u>shall be 12' wide</u> outlined with blue paint. §502.2 FACBC
 Access aisles required adjacent to parking spaces shall be 5' wide with diagonal striping. §502.2 &

Parking spaces and access aisles shall be level (not to exceed <u>1:48</u>) on a stable, firm & slip resistant surface. Re: §302.1 and §502.4 FACBC

Curb ramp slopes shall not exceed 1:12 slope; the counter slope of adjacent road surfaces & gatters hall not exceed 1:20 slope. Curb ramp side slopes shall not exceed <u>1:10 slope</u>. Curb ramps shall not encreach parking spaces or access aisles. Re: §406, FACBC

Accessible Parking signs shall be FDOT approved and shall read "PARKING BY DISAB ONLY" and shall indicate at \$250 fmc for illegal use. Install signs a minimum <u>60"</u> (inches) ground to the bottom of the sign(s). Re: §502.6.1 and F.S 553.5041

- WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT. THE CONTRACTOR SHAL

THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABLIZATION OCCURS.

ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.

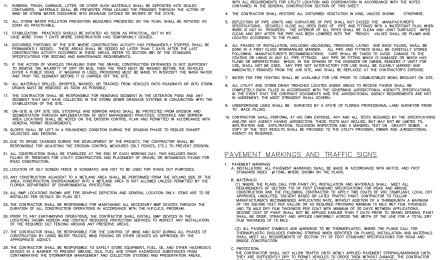
ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKWANSHIP WITHIN JURISDICTION'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS.

2. ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND

3. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FINA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL ADEVICY HAVING AUBSCHOOM. IN THE EVENT THAT THE CONTROLET DOCUMENTS AND THE UNESDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

5. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED UNLESS INDICATED OTHERWISE ON THE LANDSCAPE PLAN.

PAVING, GRADING AND DRAINAGE NOTES



EROSION CONTROL NOTES (CONT.)

ROJECT NECESSARY TO ENSURE COMPLIANCE.]

WATER AND SEWER UTILITY NOTES

ALL UTILITY WORK SHALL BE COMPLETED IN ACCORDANCE WITH EMERALD COAST UTILITY AUTHORITY STANDARDS.

27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF WIND AND DUST DURING ALL PHASES OF CONSTRUCTION BY USING WATER TRUCKS, WIND FENCING OR OTHER DEVICES AS APPROVED BY THE APPROPRIATE ACENCY.

- 28. THE CONTRACTOR SHALL BE RESPONSIBLE TO SAFELY STORE EQUIPMENT, FUEL, OL AND OTHER HAZARDO DEVICES IN A MANNER TO PREVENT GREASE, OLS, FUEL AND OTHER HAZARDOUS SUBSTANCES FROM CONTAMINATING THE STORMWATER MANAGEMENT AND COLLECTION SYSTEMS AND PRESERVATION AREAS.

- 32. SOD A 2' WDE STRIP BEHIND ALL CURBING AND EDGE OF PAVEMENT WHERE CURB IS NOT PRESENT.
- 33. SOD AROUND ALL INLETS, JUNCTION BOXES, ETC. AND GRASS ALL SWALES.

A ADDITIONAL BUP MEASURES MAY BE RECESSARY TO ENSIRE THAT TURBU WATCH IS NOT DISCHARGED FROM CONSTRUCTION STEL THE CONTRACTOR IS RESONANCE FOR MARTANNO COMPLIANCE MITH STORMWATCH POLUTION PREVENTION PLAN, THE N.P.D.E.S. PERMIT AND THE CONDITIONS OF THE MINEMAD ENVIRONMENTAL, RESONCE PERMIT.

NOT FOR CONSTRUCTION

ESCAMBIA COUNTY GENERAL NOTES

1. THE PROJECT DWINERE (NUMPRIE OF RECORD) SHUL PROVIDE TO ESSMARA CONTY YA-E-BULT RECORD DRAWING STOR VISIENCIAN AN AND PROVID. BY ESSMARA CONTY OR UNEV PROFE TO RECORDSTING A THAN. INSPECTION AND CERTIFICATE OF OCCUPANCY, OR PROVE 'AS-BULT' CERTIFICATION THAT THE PROJECT CONSTITUCTION ADVECTOR TO HER PROVIDE THAN AND SPECTATIONS. THE 'AS-BULT' CERTIFICATION OR THE 'AS-BULT' RECORD DRAWING SIUST BE SIGNED, SEALED AND DATED BY A REGISTERD TORGER APROFESSION. DIGNERY

ALL ASPECTS OF THE STORMWATER/DRAINAGE COMPONENTS AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY.

. NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOF APPROVAL FROM BOTH THE DESION ENGINEER AND THE ESCAMBIA COUNTY. ANY DEVIATIONS MAY RESULT IN DELAYS IN OBTAINING A CRETIFICATE OF OCCUPANCY.

THE CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES ANY RESULT IN CODE ENFORCEMENT VIOLATION.

5. RETURNOV/CETENTION AREAS SHALL BE SUBSTANTIALLY COMPLETE PROR TO ANY CONSTRUCTION ACTIVITES THAT MAY INCREASE STORWARDE RUNOFF RATES. INE CONTRACTOR SHALL CONTRAC, STORWARDE DURING ALL PHASES OF CONSTRUCTION AND TAKE ADEQUATE MEASURES TO PREVENT THE EXCAVATED POID FROM BUINDING DUE TO SEDIMENTS.

ALL DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HYDROSEED AND/OR SOD.

DEVELOPER/CONTRACTOR SHALL RESHAPE PER PLAN SPECIFICATIONS, CLEAN OUT ACCUMULATED SLT, AND STABILIZE RETEXTION/DETENTION POND(S) AT THE END OF CONSTRUCTION WHEN ALL DISTURBED AREAS HAVE BEEN STABILIZED AND PROOF TO REQUEST FOR INSPECTION.

B. CONTRACTOR SHALL MANTAN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW "AS-ENULT" CONDITIONS OF ALL WORK HILLIONIC PIPHIN, DRAWINGS STRUCTURES, TOPO OF POND(S), OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS, GRADING ETC. RECORD DRAWINGS SHALL BE PROVIDED TO THE ENVOLUEED OF RECORD PIROR TO REQUESTING FORM. INSPECTION.

THE OWNER OR HIS AGENT SHALL ARRANGE/SCHEDULE WITH THE COUNTY A FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION AND ANY INTERMEDIATE INSPECTIONS AT (850) 595
–3472. AS-BUILT CERTIFICATION IS REQUIRED FORTO TO REQUEST FOR FINAL INSPECTION APPROVAL.

10. PRIOR TO CONSTRUCTION A SEPARATE BUILDING INSPECTION DEPARTMENT PERMIT(S) SHALL BE OBTAINED FOR ALL RETAINING WALL(S) HIGHER THAN 2 FEET. 11. NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN R/W; 1-800-432-4770.

12. ANY DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE DEVELOPER PRIOR TO FINAL "AS-BUILT" SIGN OFF FROM THE COUNTY.

13. THE CONTRACTOR SHALL NOTIFY FOOT 48 HOURS IN ADVANCE PRICE TO INITIATING ANY WORK IN THE STATE RIGHTS-OF-WAY.

SURVEY INFORMATION PROVIDED BY NOBLES CONSULTING GROUP FILE# 5835-001 - AUGUST 5, 2016. PLAN IS SUBJECT TO CHANGE

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1211 Miccosukee Rd II Taliahassee, FL 32308 850 391 0360 Eax 850 388 1010 II www.wandandaathees.com

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POINT DOCUMENTS DA FLORI RITY CONSTRUCTION 200 PL. NER Z



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: PROTECTION: THE CONTRACTOR SHALL NOT ALLOW TRAFFIC ONTO NEWLY APPLIED PAVEMENT STRPING/MARKINGS UNTIL THE' ARE SUPPORTALY DRY TO PERMIT VEHICLES TO CROSS THEM WITHOUT DAMAGE. THE CONTRACTOR SHALL AT HIS OWN EXPERSE, REMOVE AND REPLACE ANY PORTION OF THE PAVEMENT STREMDA/JAMENIES DAMAGED BY ADSIGN TRAFFIC ON FROM ANY OTHER CAUPS

2. TRAFFIC SIGNS A. INSTALLATION: INCE WITH THE U.S. DEPARTMENT OF ES (M.U.T.C.D.), PART II, IN LOCATIONS TRANSPORTATION MA STANDARD SPECIFICATIONS FOR B. MATERIALS: FOLL ROAD AND BRID



DECEMBER 2016 PROJECT NUMBER 02-16009 GENERAL NOTES

PROJMGR: CRS SRPROJMGR: CRS CHECKED BY: KVL/CRS

REVISION DATE B

24. ALL BMP LOCATIONS SHOWN ARE FOR GRAPHIC DEPICTION AND GENERAL LOCATION ONLY. ITEMS ARE TO BE INSTALLED PER DETAILS ON PLAN SET.

29. THE SILT FENCING AND OTHER BMP DEVICES SHALL BE REMOVED AFTER CONSTRUCTION IS COMPLETE AND ACCEPTED BY THE OWNER.

30. BMP MEASURES SHOWN ARE A MINIMUM

EROSION CONTROL NOTES

NATIONAL POLLUTANT DISCHARGE FAMILIAR WITH THEIR CONTENTS.

31. BEST MANAGEMENT PRACTICES SHOWN FOR OPEN THROAT AND GRATED SWALE INLETS SHALL BE INSTALLED AS APPROPRIATE FOR VARIOUS PROJECT PHASES.

NOTES:

25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BMP DEVICES THROUGH THE DURATION OF ALL CONSTRUCTION OPERATIONS IN ACCORDANCE WITH THE N.P.D.E.S. PROGRAM.

26. PRIOR TO ANY EARTHMOVING OPERATIONS, THE CONTRACTOR SHALL INSTALL BWP DEVICES IN THE LOCATIONS SHOWN HEREON AND CONTACT RESOURCE PROTECTION SERVICES TO INSPECT ANY INSTALLATION OF THE REQUIRED SLT FUNCING ARCUNG NAVY PRESERVE AREAS.

THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THIS EROSION CONTROL PLAN, THE STANDARD DETALS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.

THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF FRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.

EROSION CONTROL PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.

6. THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.

8. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.

SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

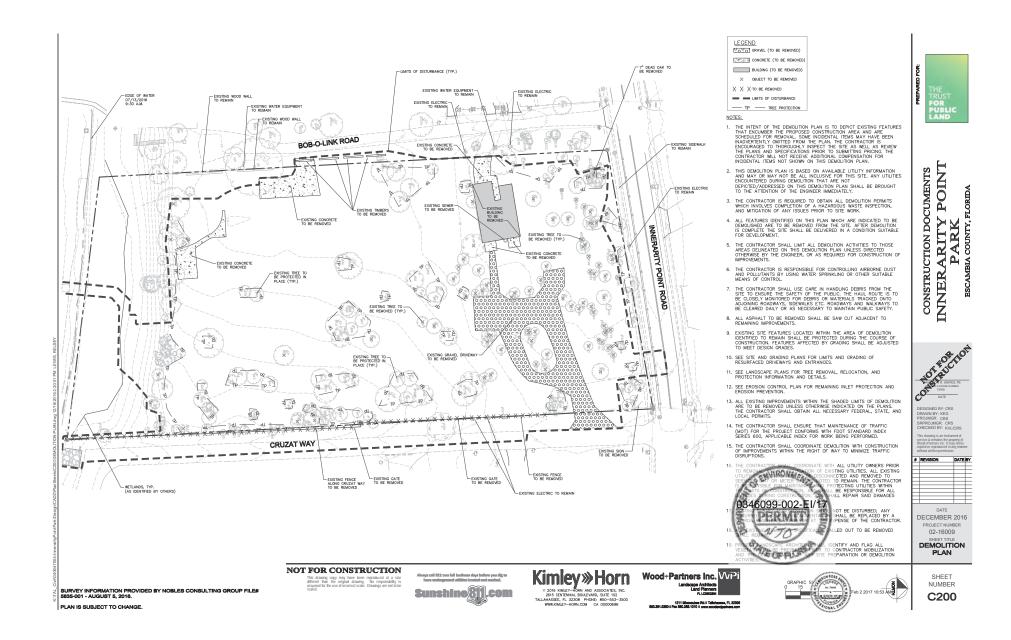
CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRALERS, AND TOILET FACILITIES.

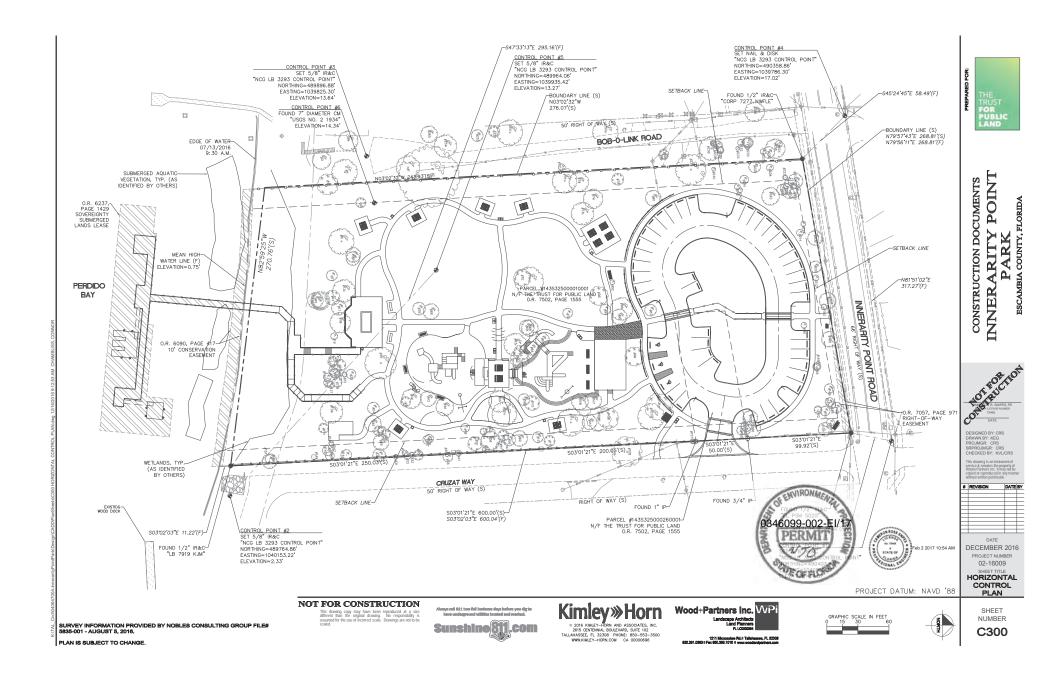
ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTARY DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (MORES PERMIT) AND BECOME

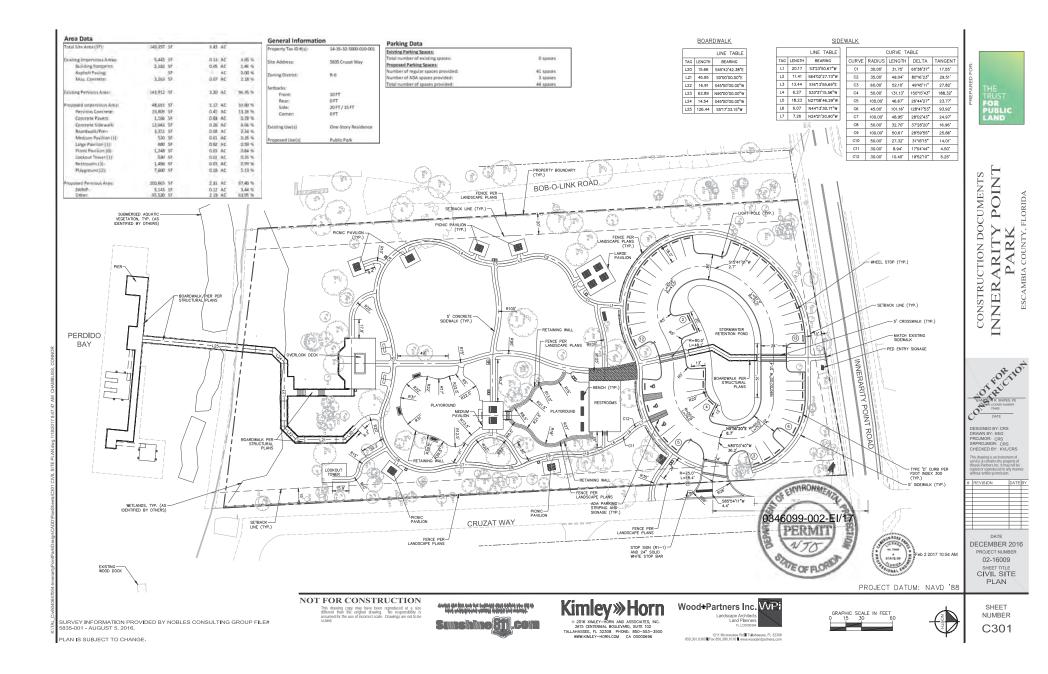
20. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.

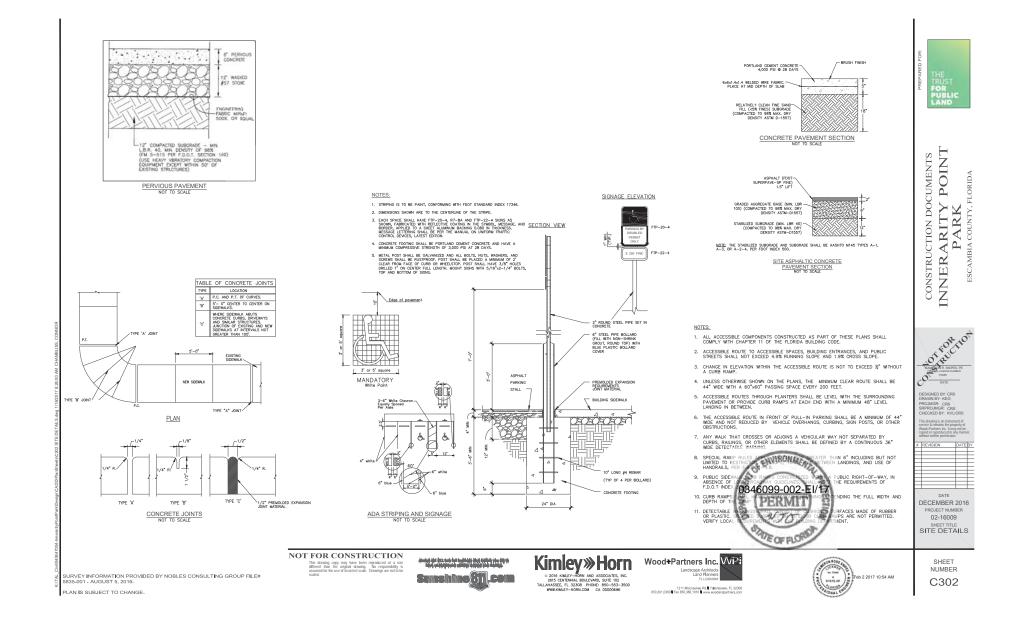
21. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACK FILLING OF TREBORDES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

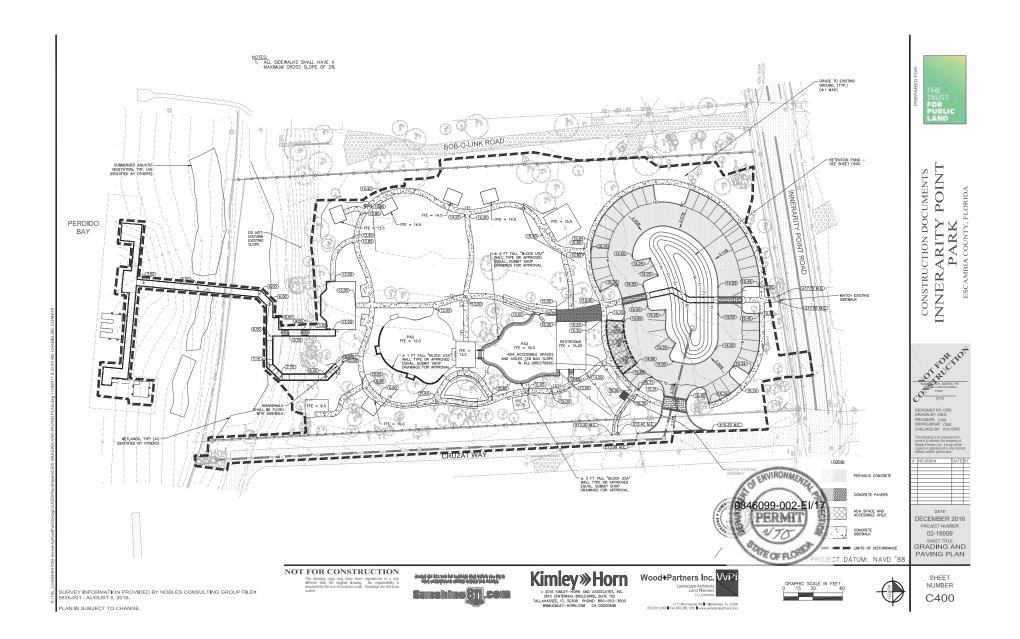
22. LOCATION OF SILT SCREEN FENCE IS SCHEMATIC AND NOT TO BE USED FOR STAKE OUT PURPOSES. 23. ANY CONSTRUCTION ADJACENT TO A WETLAND AREA SHALL BE PERFORMED FROM THE UPLAND SIDE OF THE AREA. CONSTRUCTION ENCROACHMENT INTO A WETLAND AREA IS NOT ALLOWED UNLESS PERMITTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTLAL PROTECTION.

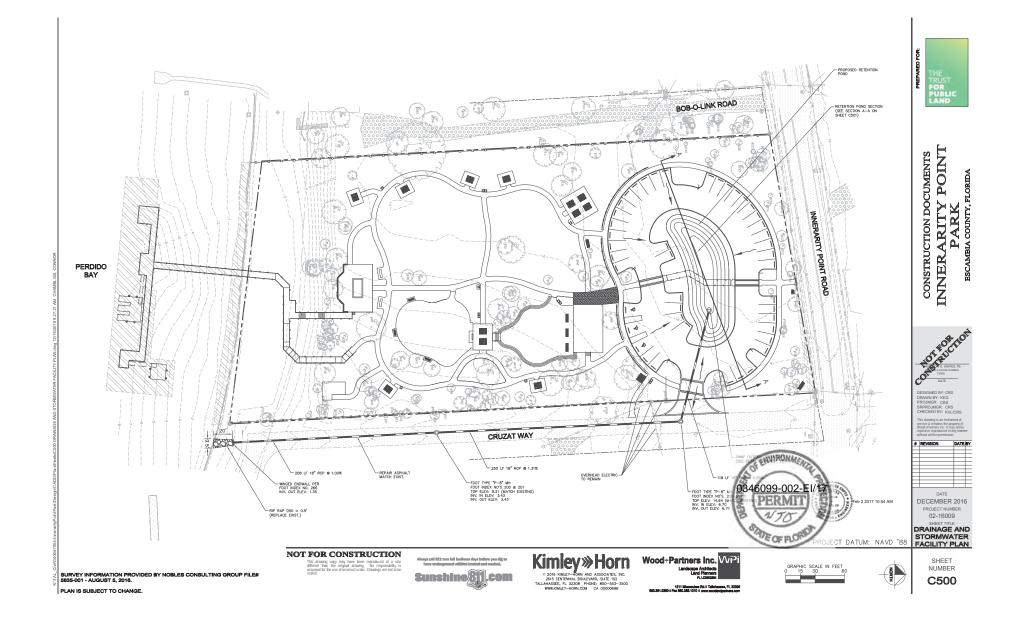


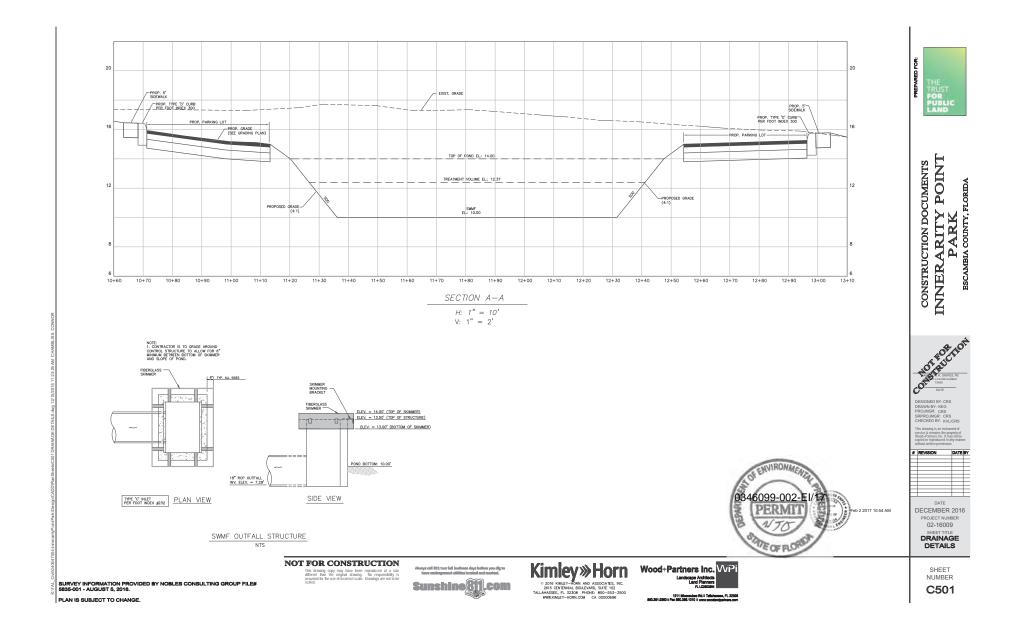


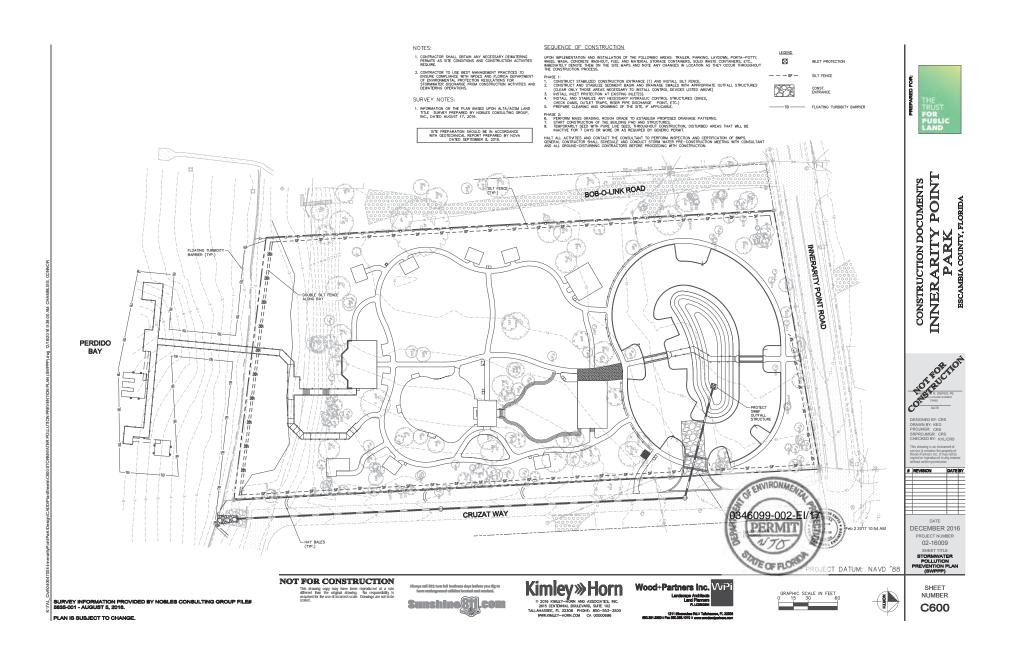


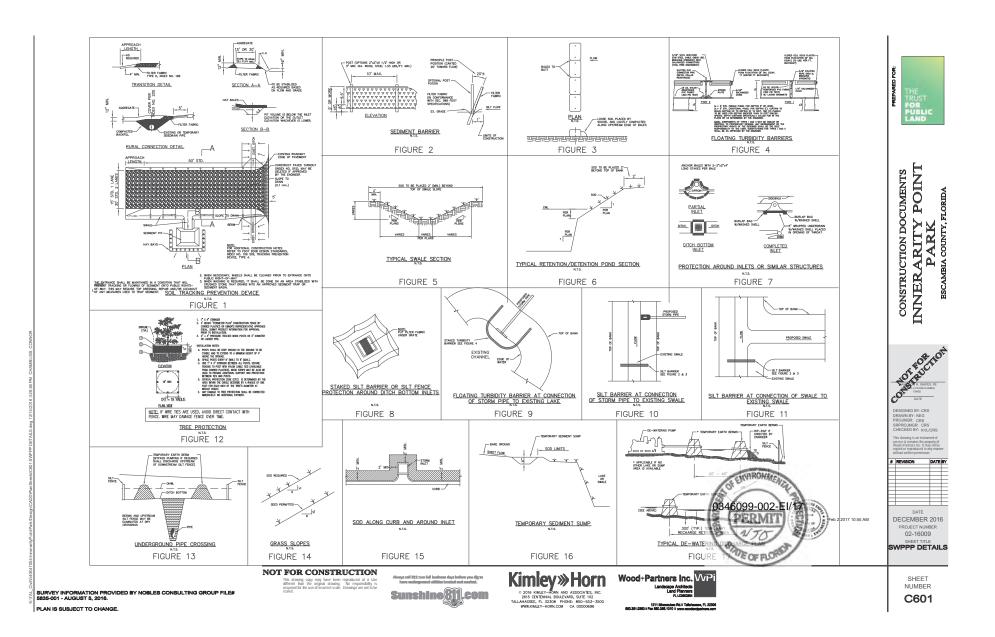


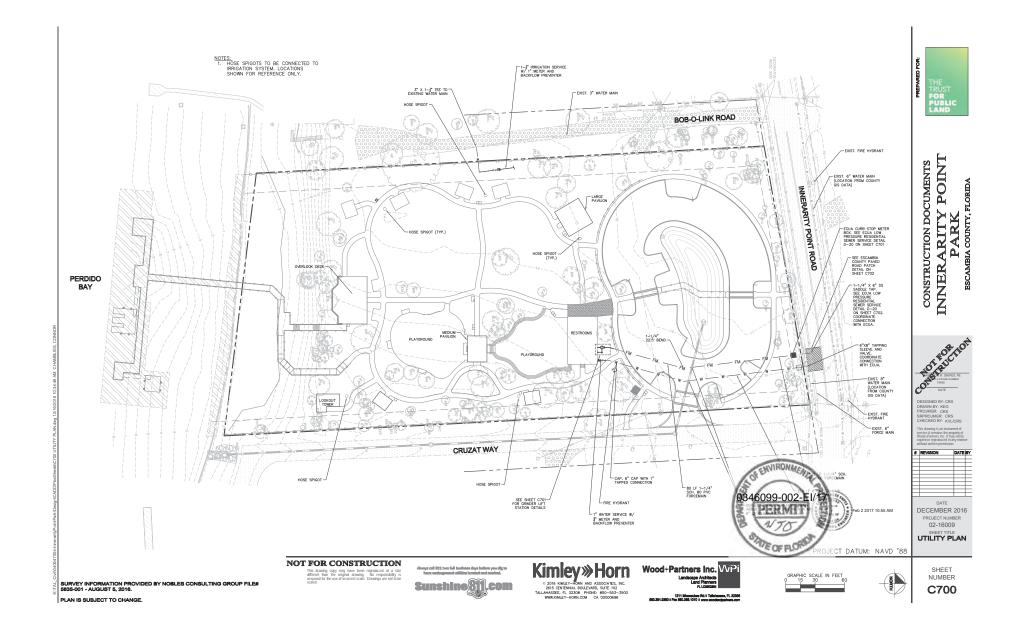












# ATTACHMENT D LOCATION MAP AND AERIAL IMAGES

### ATTACHMENT D





Google Earth Image (January 2019) – Dock is under construction

Permit Transfer and Extension Request

**Innerarity Point Park** 



FDEP Map Direct Image (unknown date) - Dock is under construction



Google Earth Image (November 2020) – After Hurricane Sally

# ATTACHMENT E SITE PHOTOGRAPHS

#### ATTACHMENT E

### Site Photographs (April 13, 2022)



View of the access boardwalk (looking southeast)



View of the access boardwalk (looking south/southeast)



View of the access boardwalk (looking south)



View of the access boardwalk and remaining dock (looking southwest)

Permit Transfer and Extension Request



View of remaining piles from the damaged dock (looking south)



View of remaining dock piles and paddle craft access (looking southwest)

Permit Transfer and Extension Request



View of swimming pier, remaining dock piles, and remaining dock (looking southwest)



View of swimming pier and remaining dock piles (looking southeast)

Permit Transfer and Extension Request

# ATTACHMENT F SOVEREIGNTY SUBMERGED LANDS LEASE

Escamble County Clerk's Original 03/03/2022 CAR 1-10

This Instrument Prepared By: <u>Tiana D. Brown</u> Action No. <u>44733</u> Bureau of Public Land Administration 3900 Commonwealth Boulevard Mail Station No. 125 Tallahassee, Florida 32399

#### BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

#### SOVEREIGNTY SUBMERGED LANDS LEASE MODIFICATION TO REFLECT CHANGE IN UPLAND OWNERSHIP

BOT FILE NO. <u>170340121</u>

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida,

hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful

and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to

Escambia County, Florida, hereinafter referred to as the Lessee, the sovereignty-lands as defined in 18-21.003, Florida

Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section <u>14</u>, Township <u>03 South</u>, Range <u>32 West</u>, in <u>Perdido Bay</u>, <u>Escambia</u> County, Florida, containing <u>18,058</u> square feet, more or less, as is more particularly described and shown on Attachment A, dated May 9, 2017.

TO HAVE THE USE OF the hereinabove described premises from May 14, 2020, the effective date of this modified

lease, through July 27, 2022, the expiration date of this modified lease. The terms and conditions on and for which this modified

lease is granted are as follows:

1. <u>USE OF PROPERTY</u>: The Lessee is hereby authorized to construct and operate a <u>boardwalk and variable-slip</u> recreational dock/pier and swimming area to be used exclusively for passive recreational activities and launch and recovery of non-motorized recreational vessels (kayaks) in conjunction with an upland <u>public park</u>, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and <u>without</u> liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. <u>0346099-002-EI/17</u>, dated June 5, 2017, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed no later than June 5, 2022. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease pursuant to Paragraph 12 herein. All of the foregoing subject to the remaining conditions of this lease.

[02/06]

2. <u>LEASE FEES</u>: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$3,299.20, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(32), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. <u>LATE FEE ASSESSMENTS</u>: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. <u>EXAMINATION OF LESSEE'S RECORDS</u>: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. <u>MAINTENANCE OF LESSEE'S RECORDS</u>: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment <u>B</u> without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

Page 2 of 16 Pages Sovereignty Submerged Lands Lease No. 170340121 8. <u>PROPERTY RIGHTS</u>: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment <u>B</u> and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. <u>ASSIGNMENT OF LEASE</u>: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. <u>LIABILITY/INVESTIGATION OF ALL CLAIMS</u>: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. <u>NOTICES/COMPLIANCE/TERMINATION</u>: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Escambia County, Florida Attention: Samantha Bolduc, Natural Resources Management 1651 E Nine Mile Rd Pensacola, Fl 32514

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. <u>TAXES AND ASSESSMENTS</u>: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. <u>NUISANCES OR ILLEGAL OPERATIONS</u>: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

Page 3 of 16 Pages Sovereignty Submerged Lands Lease No. 170340121 15. <u>MAINTENANCE OF FACILITY/RIGHT TO INSPECT</u>: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. <u>NON-DISCRIMINATION</u>: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. <u>ENFORCEMENT OF PROVISIONS</u>: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. <u>PERMISSION GRANTED</u>: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. <u>RENEWAL PROVISIONS</u>: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment <u>B</u> which shall run with the title to the Lessee's interest.

20. <u>REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES</u>: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. <u>REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY</u>: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment <u>B</u>. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. <u>RIPARIAN RIGHTS/FINAL ADJUDICATION</u>: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. <u>AMENDMENTS/MODIFICATIONS:</u> This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. <u>ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR</u> <u>STRUCTURAL REPAIRS</u>: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. <u>USACE AUTHORIZATION</u>: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. <u>COMPLIANCE WITH FLORIDA LAWS</u>: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. <u>LIVEABOARDS</u>: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. <u>GAMBLING VESSELS</u>: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. <u>FINANCIAL CAPABILITY</u>: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

#### 30. SPECIAL LEASE CONDITIONS:

A. Mooring at this docking facility is temporary and transient in nature and mooring between sunset to sunrise, is prohibited.

B. The Lessee shall maintain the existing seagrasses and shoreline in a natural condition free and clear of manmade trash, debris, flotsam and jetsam for the term of this lease and all subsequent renewal terms. Lessee shall not remove or cause to be removed natural seagrass litter, mangrove leaf litter or detritus.

IN WITNESS WHEREOF, the Lessor and the Lessee hav	e executed this instrument on the day and year first above written.
WITTHESSES: Hauby Chiff Original Signature Kathy Chiffith Print/Type Name of Witness Original Signature Hanab, Branch Print/Type Name of Witness	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (SEAL) Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.
	:
	"LESSOR"
STATE OF FLORIDA COUNTY OF LEON	and
The foregoing instrument was acknowledged bef March , 20 <b>23</b> , by Brad Richardson, (	ore me by means of physical presence this day of Chief, Bureau of Public Land Administration, Division of State Lands,
State of Florida Department of Environmental Protection,	as agent for and on behalf of the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida. He is per	sonally known to me.
APPROVED SUBJECT TO PROPER EXECUTION:	spilly ceruppi
ken of Stand and 2/11/2022	Nothry Public, State of Florida
DEP Attorney Date	
	Printed, Typed or Stamped Name KATHY C. GRIFFIN MY COMMISSION # GG 927461 EXPIRES: November 27, 2023 Bonded Thru Notary Public Underwriters
	Commission/Serial No

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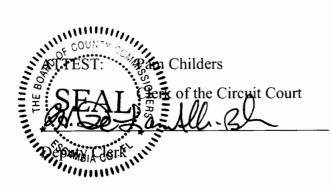
• •

### ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS / / /

This document approved as to form

and legal sufficiency.

Jeff Bergosh



Date: 313/2022

By:

Title: Date:

BCC Approved: 313/2022

STATE OF\_\_\_\_\_

COUNTY OF\_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_online notarization this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_, by Jeff Bergosh as Chairman, for and on behalf of Board of County Commissioners of Escambia County, Florida. He is personally known to me or who has produced \_\_\_\_\_\_ as identification.

My Commission Expires:

Signature of Notary Public

Notary Public, State of \_\_\_\_\_

Commission/Serial No.\_\_\_\_\_

Printed, Typed or Stamped Name

SPECIFIC PURPOSE SURVEY FOR SUBMERGED LAND LEASE OF Innerarity Point Park 5805 Bob O Link Road Pensacola, Florida PARCEL No. 143S325000010001 IN Section 14, Township 3 South, Range 32 West ESCAMBIA COUNTY FIELD SURVEY DATE: 07/14/2016	Bayon Garcon SITE Guife Beach Heights Handan Harbon Handan Harbon Marine Handan Harbon
ABBREVIATIONS AND SYMBOLS	6
CM $\square$ = CONCRETE MONUMENT ID. = IDENTIFICATION IR $\bigcirc$ = IRON ROD IR&C $\bigcirc$ = IRON ROD & CAP N/F = NOW OR FORMERLY No. = NUMBER O.R. = OFFICIAL RECORDS BOOK P.B. = PLAT BOOK S.F. = SQUARE FEET (D) = VALUE DERIVED FROM DESCRIPTION (F) = VALUE DERIVED FROM FIELD SURVE (S) = VALUE DERIVED FROM PREVIOUS S BY KJM LAND PLANNING,LLC, DRAY 15-16550, MODIFIED 12/10/2015	Y URVEY PERFORMED
GENERAL NOTES HORIZONTAL COORDINATES AND BEARINGS SHOWN ARE BASED ON THE FLORIDA NORTH ZONE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID12B).	
HORIZONTAL AND VERTICAL DATUMS ARE REFERENCED TO NATIONAL GEODETIC SURVEY (NGS) CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) DL7331, DL3486, AND DM2660 BASED ON STATIC GPS SESSIONS OBSERVED JULY 11, 2016. GPS OBSERVATIONS WERE SUBMITTED TO AND PROCESSED BY THE NGS ON-LINE POSITIONING USER SERVICE (OPUS) TO OBTAIN A SOLUTION.	
MEAN HIGH WATER ELEVATION IS BASED ON MEAN HIGH WATER DATA POINT 3375 HAVING AN ELEVATION OF 0.75' (NORTH AMERICAN VERTICAL DATUM OF 1988) AS PUBLISHED ON WWW.LABINS.ORG.	
THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A BOUNDARY SURVEY PERFORMED BY KJM LAND PLANNING, LLC, PROJECT NUMBER 15–16550, LAST MODIFIED 12/10/2015.	
THIS IS A FIELD SURVEY. THIS IS NOT A BOUNDARY SURVEY. SHEET 1 of 5	
SCALE: PROJECT NO: 5835-001-03	
FIELD BOOK:         N586/46         SURVEY DATE:         07/14/16           CAD NO.:         5835-01-03         SLL         ISSUE DATE:         02/10/17	
DRAWN BY: AAB REVISION: 05/09/17	CERTIFIED TO: THE BOARD OF TRUSTEES OF THE
CHECKED BY: CMT REVISION:	INTERNAL IMPROVEMENT TRUST FUND.

SURVEYOR'S CERTIFICATE ALFREDO A BERMUDEZ, P.S.M. FLORIDA LICENSE NO. 5578 NOBLES CONSULTING GROUP, INC. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Attachment A Page 8 of 16 Pages Sovereignty Submerged Lands Lease No. 170340121

EB47990

2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308 PH: 850-385-1179 FAX: 850-385-1404 WWW.NCGINC.COI COPYRIGHT 2017

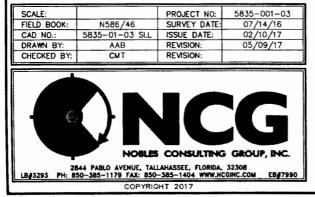
B#3293

#### LEGAL DESCRIPTION SUBMERGED LAND LEASE NCG Job No. 5835.001.03

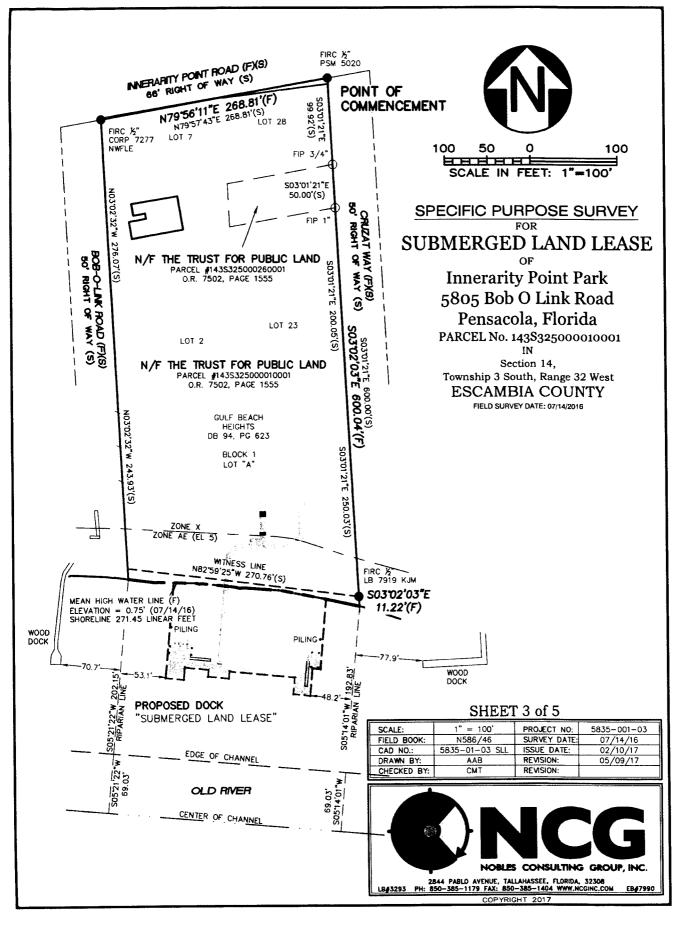
A parcel of submerged land lying beneath the navigable waters of Perdido Bay and being contiguous with an upland parcel of land being located in Section 14 ,Township 3 South, Range 32 West, Escambia County, Florida, being more particularly described as follows:

COMMENCE at a found 1/2" iron rod cap PSM 5020 marking the Northeast corner of Lot 28 of Gulf Beach Heights, a subdivision as recorded in Deed Book 94, Page 623 of the Public Records of Escambia County, Florida, thence along the easterly boundary of said Lot and the westerly right of way of Cruzat Way run South 03 degrees 02 minutes 03 seconds East, a distance of 600.04 feet to a found  $\frac{1}{2}$ " iron rod and cap LB#7919. thence continue South 03 degrees 02 minutes 03 seconds East, a distance of 11.22 feet to a point on the Mean High Water Line, thence along said Mean High Water Line run North 77 degrees 50 minutes 36 seconds West, a distance of 39.68 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, thence leaving said Mean High Water Line run South 04 degrees 58 minutes 22 seconds West, a distance of 80.95 feet, thence run North 85 degrees 01 minutes 38 seconds West, a distance of 9.13 feet, thence run South 05 degrees 17 minutes 33 seconds West, a distance of 31.60 feet, thence run North 84 degrees 42 minutes 27 seconds West, a distance of 19.50 feet, thence run North 05 degrees 17 minutes 33 seconds East, a distance of 19.50 feet, thence run North 84 degrees 42 minutes 27 seconds West, a distance of 76.50 feet, thence run South 05 degrees 17 minutes 33 seconds West, a distance of 8.00 feet, thence run North 84 degrees 42 minutes 27 seconds West, a distance of 24.00 feet, thence run North 05 degrees 17 minutes 33 seconds East, a distance of 8.0 feet. thence run North 84 degrees 42 minutes 27 seconds West, a distance of 28.50 feet. thence run South 05 degrees 17 minutes 33 seconds West, a distance of 14.00 feet. thence run North 84 degrees 42 minutes 27 seconds West, a distance of 21.00 feet. thence run North 05 degrees 17 minutes 33 seconds East, a distance of 110.17 feet to a point on said Mean High Water Line, thence along said Mean High Water Line run South 88 degrees 15 minutes 47 seconds East, a distance of 26.11 feet, thence run South 79 degrees 50 minutes 04 seconds East, a distance of 4.03 feet, thence run North 83 degrees 56 minutes 14 seconds East, a distance of 2.85 feet, thence run South 83 degrees 48 minutes 46 seconds East, a distance of 38.56 feet, thence run South 76 degrees 33 minutes 29 seconds East, a distance of 5.77 feet, thence run North 86 degrees 36 minutes 25 seconds East, a distance of 6.07 feet, thence run South 85 degrees 45 minutes 20 seconds East, a distance of 39.57 feet, thence run South 82 degrees 05 minutes 47 seconds East, a distance of 6.71 feet, thence run South 79 degrees 11 minutes 50 seconds East, a distance of 44.09 feet, thence run South 77 degrees 50 minutes 36 seconds East, a distance of 4.92 feet to the POINT OF BEGINNING. Containing 18,058 square feet or 0.414 acres more or less.

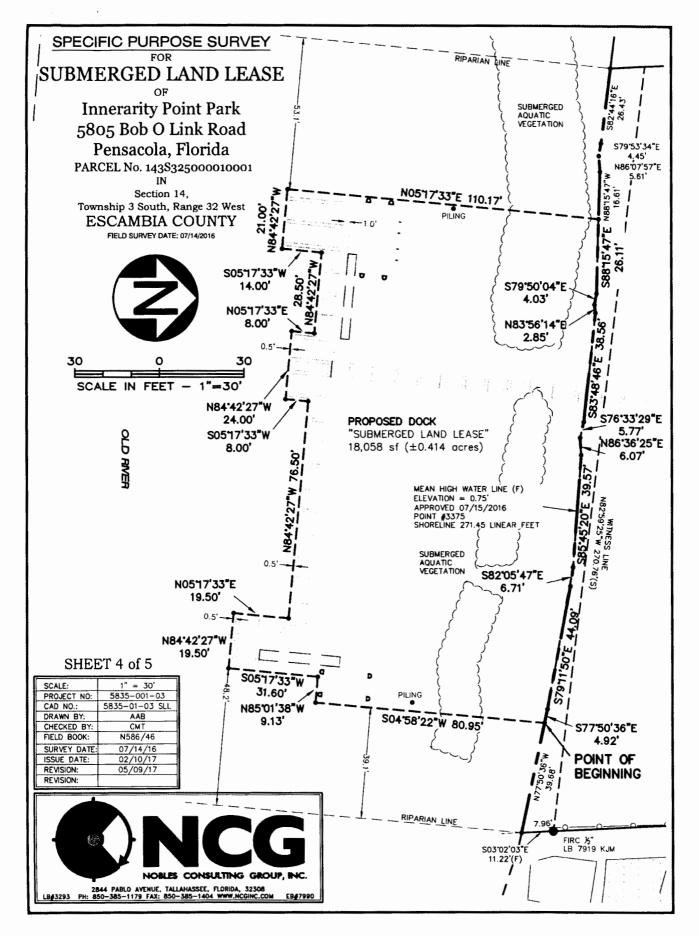
SHEET 2 of 5



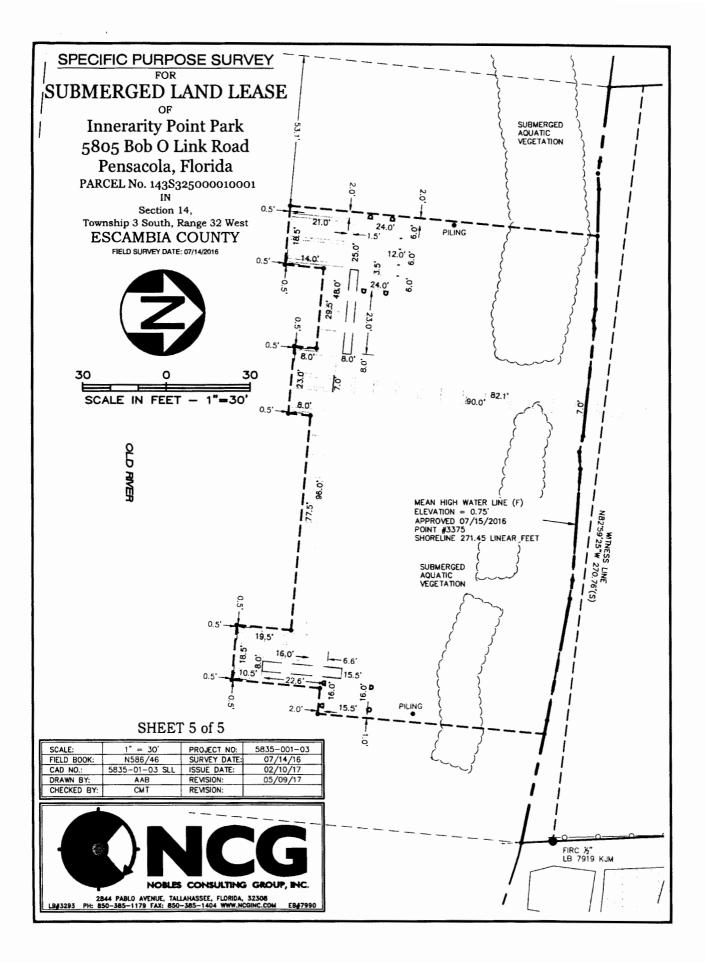
SPECIFIC PURPOSE SURVEY FOR SUBMERGED LAND LEASE OF Innerarity Point Park 5805 Bob O Link Road Pensacola, Florida PARCEL No. 143S325000010001 IN Section 14, Township 3 South, Range 32 West ESCAMBIA COUNTY FIELD SURVEY DATE: 07/14/2016



Attachment A Page 10 of 16 Pages Sovereignty Submerged Lands Lease No. 170340121



Attachment A Page 11 of 16 Pages Sovereignty Submerged Lands Lease No. 170340121



Attachment A Page 12 of 16 Pages Sovereignty Submerged Lands Lease No. 170340121

Recorded in Public Records 5/19/2020 8:43 AM OR Book 8297 Page 1519, Instrument #2020040132, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$35.50

> This Instrument Prepared By: Peter Fodor, Esq. The Trust for Public Land 306 North Monroe Street Tallahassee, Florida 32301

Property Appraiser's Parcel ID Number: 10-4107-100 and 10-4123-100

#### THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER 201.02(6), FLORIDA STATUTES.

#### SPECIAL WARRANTY DEED

THIS INDENTURE, made as of the <u>4</u> day of May A.D. 2020, between THE TRUST FOR PUBLIC LAND, a nonprofit California corporation, whose address is 306 N. Monroe St., Tallahassee, FL 32301, GRANTOR, and BOARD OF COUNTY COMMISSIONERS, ESCAMBIA COUNTY, FLORIDA, whose address is 221 South Palafox Place, Pensacola, Florida 32502, GRANTEE.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said GRANTOR in hand paid by said GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE, and GRANTEE'S successors and assigns forever, the following described land situate, lying and being in Escambia County, Florida, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 22, 23, 24, 25, 26, 27, 28 and A, Block 1, Gulf Beach Heights, Section 14, Township 3 South, Range 32 West, according to the map or plat thereof recorded in Deed Book 94, Page 623, Public Records of Escambia County, Florida.

Together with: The East 17.075 feet of Pintado Road (now known as Bob-O-Link Road) lying adjacent to Lots 1, 2, 3, 4, 5, 6, 7, 22, 23, 24, 25, 26, 27, 28 and A, Block 1 of the subdivision known as Gulf Beach Heights in Section 14, Township 3 South, Range 32 West, as shown on Plat recorded in Deed Book 94, Page 623, Public Records of Escambia County, Florida.

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed, and to taxes for the current and subsequent years.

TO HAVE AND TO HOLD the same unto the said GRANTEE in fee simple forever.

Grantee acknowledges that the property conveyed hereunder was acquired with funds provided by the Deepwater Horizon Natural Resource Trustees and will be managed in accordance with the applicable federal and State law. This property may not be disposed of in any manner, or used for purposes other than conservation and restoration of natural resources and for passive public outdoor recreation, without the prior written approval of

Attachment B Page 13 of 16 Pages Sovereignty Submerged Lands Lease No. 170340121 the Regional Director, Southeast Region, U.S. Fish and Wildlife Service and the Director, Office of Habitat Conservation, National Marine Fisheries Service on behalf of the Federal Natural Resource Trustees, and the Division Director for the Division of State Lands, Florida Department of Environmental Protection on behalf of the Florida Trustees. If any provision, in whole or in part, of this deed restriction should be found to be invalid or unenforceable, it shall not affect the validity of any other provisions within this section which shall continue to bind the parties

AND the said GRANTOR does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the said GRANTOR, but against none other.

IN WITNESS WHEREOF the GRANTOR has executed these presents, as of the day and year first written.

Signed, sealed and delivered in the presence of: name

THE TRUST FOR PUBLIC LAND, a non-profit California corporation

By: Peter Fodor

Its: Legal Director (CORPORATE SEA

(Printed Name of second witness)

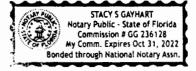
STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14 day of May, 2020, by Peter Fodor, as Legal Director of THE TRUST FOR PUBLIC LAND, a non-profit California corporation, on behalf of said corporation. He is personally known to me.

J.(

Notary Public

NOTARY PUBLIC SEAL)



Attachment B Page 14 of 16 Pages Sovereignty Submerged Lands Lease No. 170340121

#### Assistant Secretary's Certificate of Vote

The undersigned being a duly elected Assistant Secretary of The Trust for Public Land, a nonprofit California corporation ("TPL"), hereby certifies that I am authorized by law and the bylaws of TPL to give this certificate and that the Transaction Committee under authority delegated to it by the Board of Directors and the President of the Trust for Public Land, acting in accordance with the by-laws of TPL and applicable state laws, at a regular meeting of said Transaction Committee on January 26, 2016, voted to take the actions set forth as Exhibit A.

The undersigned hereby certifies that the attached resolutions have not been modified or amended and remain in full force and effect as of the date of the certificate. All transactions within the State of Florida only require one (1) signatory.

The undersigned further certifies that as of the date of this certificate the following persons hold the position set forth opposite their respective names below:

Name

Position

Peter Fodor

Legal Director, Counsel and Assistant Secretary

Executed under seal this \_\_\_\_ day of May, 2020.

Stacy Gayhart, Assistant Secretary



Attachment B Page 15 of 16 Pages Sovereignty Submerged Lands Lease No. 170340121

#### CERTIFIED COPY OF A RESOLUTION ADOPTED BY THE TRANSACTION COMMITTEE OF THE BOARD OF DIRECTORS OF THE TRUST FOR PUBLIC LAND

"RESOLVED, that the Transaction Committee of the Board of Directors of The Trust for Public Land hereby authorizes (i) acquiring real property lying in Escambia County, Florida, owned by Innerarity Holdings, LLC, consisting of 3.38 acres more or less; and (ii) conveying said property to Escambia County, Florida."

"RESOLVED, that the Chairman of the Board of Directors, the President, the Chief Operating Officer, any Senior Vice President, the Chief Financial Officer, any Vice President, any Division Director, any State Director, any Division Transaction Director, and any staff attorney (including, without limitation, the General Counsel, any Assistant General Counsel, any Counsel, and any Division Legal Director) are hereby authorized to execute any and all documents necessary or convenient to the completion of this transaction, including, without limitation, letters exercising option rights, agreements, deeds, mortgages, deeds of trust, promissory notes, customary closing documents, check endorsements, assurances and certifications, general provisions, applications, and payment requests. In those jurisdictions where two signatures are required, any two of the abovenamed officers and employees, or any one of them together with the Secretary or any Assistant Secretary, are authorized to execute such documents."

I, Bonita J. Morgan, hereby certify that I am a duly elected and acting Assistant Secretary of The Trust for Public Land, a nonprofit corporation organized under the laws of the State of California and classified thereunder as a public benefit corporation. I further certify that the resolution set forth above was adopted in accordance with the Bylaws of The Trust for Public Land by the Transaction Committee of the Board of Directors of The Trust for Public Land at a duly noticed regular meeting of said Transaction Committee on January 26, 2016, and that said resolution has not been modified or rescinded.

Executed at San Francisco, California, this 26th day of January 2016.

Bonita J. Morgan

Assistant Secretary