

205

LAW OFFICES

BLALOCK, LANDERS, WALTERS AND VOGLER, P. A.

ROBERT G. BLALOCK
DORIS A. BUNNELL
DANA C. GENTRY
BARBARA ANN HELD
KENNETH D. HENDERSON
C. STUART LANDERS
ANDRE R. PERRON
EDWARD VOGLER II
ADRON H. WALKER
CLIFFORD L. WALTERS

802 11TH STREET WEST
BRADENTON, FLORIDA 34205
TELEPHONE 748-0100
AREA CODE 813
FAX
(813) 745-2093

PLEASE REPLY TO:
POST OFFICE BOX 469
BRADENTON, FLORIDA 34206

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

March 13, 1991

RECEIVED

MAR 15 1991

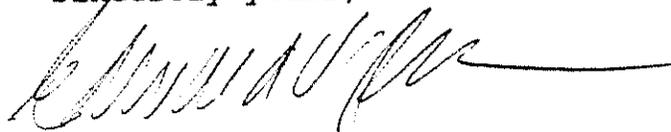
Ms. Suzanne Cooper
Tampa Bay Regional Planning Council
9455 Kroger Blvd.
Suite 219
St. Petersburg, FL 33702

Tampa Bay Regional
Planning Council

Dear Ms. Cooper:

On behalf of the City Clerk of the City of Palmetto, we are pleased to enclose a certified copy of Ordinance No. 450 which is the Development Order for the Regatta Point Marina Development of Regional Impact located in the City of Palmetto, Manatee County, Florida. If you have any questions, please feel free to call at any time.

Sincerely yours,



Edward Vogler II

EV/jp
Enclosure



March 12, 1991

STATE OF FLORIDA
COUNTY OF MANATEE:

THIS IS TO CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 450 AS ADOPTED BY THE CITY COUNCIL OF THE CITY OF PALMETTO, FLORIDA MEETING IN REGULAR SESSION ON MONDAY, FEBRUARY 18, 1991, AND RECORDED IN THE ORIGINAL ORDINANCE BOOK OF THE CITY OF PALMETTO.

Mary Jean Forrester

Mary Jean Forrester, Acting City Clerk
CITY OF PALMETTO, FLORIDA

ORDINANCE 450

AN ORDINANCE APPROVING THE APPLICATION FOR DEVELOPMENT APPROVAL OF THE CITY OF PALMETTO REGATTA POINTE MARINA AS A DEVELOPMENT OF REGIONAL IMPACT, PURSUANT TO CHAPTER 380, FLORIDA STATUTES; MAKING CERTAIN FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicant, the City of Palmetto ("City"), on October 27, 1989, filed an Application for Development Approval ("ADA") for the Regatta Pointe Marina as a Development of Regional Impact ("DRI"), pursuant to Chapter 380, Florida Statutes, and;

WHEREAS, the City furnished additional information concerning the ADA, which was received March 23, 1990 and August 6, 1990, and;

WHEREAS, the City has certified that it has furnished copies of the ADA and additional information to the State of Florida, Department of Community Affairs, the Tampa Bay Regional Planning Council, the City, and Harry VanDerNoord, and;

WHEREAS, the Tampa Bay Regional Planning Council ("TBRPC") issued a final report and recommendation concerning the Regatta Pointe Marina and recommended approval with conditions, and;

WHEREAS, the City has given notice of proposed action concerning the Regatta Pointe Marina ADA as required by law, and;

WHEREAS, after consideration of the recommendations of the TBRPC, and after conducting a public hearing pursuant to notice, the City of Palmetto City Council does hereby make the following Findings of Fact and Conclusions of Law concerning the ADA,

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF PALMETTO CITY COUNCIL THAT:

FINDINGS OF FACT

1. The ADA requests DRI approval for an expansion of the existing Regatta Pointe Marina, and a proposed expansion of that facility, located on the north bank of the Manatee River on submerged lands leased from the Board of Trustees of the Internal Improvement Trust Fund, and certain contiguous uplands, all as more particularly described on Exhibit "A" attached hereto and incorporated herein. The Regatta Pointe Marina is presently composed of certain existing facilities including a 98 wet slip marina, dockmaster's office, 265 seat restaurant, 14,200 sq. ft. of commercial retail shops and 350 parking spaces. The proposed expansion would increase the existing 98 marina wet slips to a maximum of 350 marina wet slips. The Regatta Pointe Marina, as expanded, will be constructed in accordance with the master site plan, a copy of which is attached hereto as Exhibit "B" and incorporated herein. The existing facilities and proposed expansion as described in this paragraph shall be hereinafter collectively referred to as the "Project".

2. The name of the Owner of the Project is the City of Palmetto, 516 8th Ave. W., Palmetto, Florida 34221, pursuant to a Submerged Sovereignty Land Lease No. 41-43874.

3. The name of the City's current assignee/sublessee is Harry VanDerNoord d/b/a Regatta Pointe Marina of 1005 Riverside Drive, Palmetto, Florida 34221 and his authorized agents are

Edward Vogler II, Blalock, Landers, Walters and Vogler, P.A., 802 11th Street West, Bradenton, Florida 34205 and David Haley, David Haley & Associates, 1001 Third Avenue West, Suite 350, Bradenton, Florida 34205.

4. The Project is not located in an area designated as an Area of Critical State Concern pursuant to the provisions of Section 380.05 Fla. Stat. (1989).

5. The Project is consistent with the State Comprehensive Plan, and the Project does not unreasonably interfere with the achievement of the objectives of the adopted State Land Development Plan applicable to the area.

6. The Project is consistent with the City's Comprehensive Plan adopted pursuant to Chapter 163, Florida Statutes, and with the City's Zoning and Land Development Regulations.

7. This Development Order is consistent with the Report and Recommendations of the TBRPC submitted pursuant to Section 380.06(12) Fla. Stat. (1989).

8. The Project including its proposed expansion, if constructed and operated consistent with the terms and conditions of this Development Order will have the following regional impacts, as applicable:

A. A favorable impact on the economy of the region,
and;

B. No significant impact on environment and natural resources, water, sewer, solid waste disposal, public schools or other public facilities, or energy demand.

CONCLUSIONS OF LAW

The ADA submitted by the City for DRI approval is hereby approved subject to the general conditions and special conditions described below in this Ordinance. The Regatta Pointe Marina Project which is approved as part of this Ordinance consists of the existing 98 and proposed 252 marina wet slips and existing dockmaster's office (2.88 acres), existing 265 seat restaurant (.41 acres), existing 14,200 sq. ft. retail shops (.33 acres), existing 350 parking spaces (3.72 acres) and submerged lands and waters (13.62 acres).

GENERAL CONDITIONS

1. Any subsequent owner/developer, lessee, sublessee, or assignee shall be subject to the provisions of this Development Order.
2. The Project shall be subject to further review in the event significant development has not commenced within three (3) years from the Effective Date hereof.
3. December 31, 1995, is the date until which the City agrees that the property in the development area shall not be subject to downzoning, unit density reduction or intensity reduction, unless the City finds that substantial changes in the conditions underlying the approval of the Development Order have occurred or that the Development Order was based on substantially inaccurate information provided by the City or its assigns, or that the change is clearly established by local government to be

essential to public health, safety or welfare.

4. The development of the Project's expansion shall proceed in one five (5)-year phase.

5. The Development Order shall expire December 31, 1995, which time reasonably reflects the time required to complete development. The conditions of this Development Order, however, shall remain in effect and the expiration date shall not operate to relieve the City or its assigns from any duties or liabilities created pursuant to this Order.

6. The official responsible for monitoring the Project for compliance with the Development Order is the City Clerk, who shall have the duty to enforce the Development Order and to take actions necessary to implement it.

7. An annual report shall be prepared by the City or its assigns in accordance with Sections 380.06(15)(c)4, and (18), Fla. Stat. (1989), and submitted to the State of Florida, Department of Community Affairs, TBRPC and City Clerk and all affected permitting agencies no later than one year from the effective date of this ordinance and annually thereafter by the same date until build-out. The annual report shall contain:

A. Any changes in the plan of development as reflected on the master site plan attached hereto as Exhibit "B", or in the phasing for the reporting year and for the next year;

B. A summary comparison of development activity proposed and actually conducted for the year;

C. A description of developed tracts of land,

that have been sold to a separate entity or developer;

D. Identification and intended use of lands purchased, leased or optioned by the City or its assigns adjacent to the original DRI site since the Development Order was issued;

E. An assessment of the City's or its assigns compliance with the conditions contained in this Development Order.

F. Any known incremental DRI applications for development approval or requests for a substantial deviation determination that were filed in the reporting year and to be filed during the next year;

G. An indication of a change, if any, in local government jurisdiction for any portion of the development since the Development Order was issued;

H. A list of local, state and federal permits which have been obtained or which are pending by agency, type of permit, permit number and purpose of each;

I. A statement that all persons have been sent copies of the annual report in conformance with Subsections 380.06(15) and (18), Fla. Stat. (1989); and

J. A copy of any recorded notice of the adoption of a Development Order or the subsequent modification of an adopted Development Order that was recorded by the City or its assigns pursuant to Subsection 380.06(15)(f), Fla. Stat. (1989).

K. In addition, the first annual report, after issuance of this Development Order, shall include a complete copy

of the slip lease agreement including the "Rules and Regulations Governing Dockage" containing information regarding, at a minimum, fueling and sanitation devices and procedures, hazardous materials, Manatee protection procedures, boater safety programs, "no wake" compliance and hurricane evacuation procedures, a requirement that vessels be equipped with U. S. Coast Guard-approved marine sanitation devices, and any other matters required as a general or special condition of this Development Order. Any proposed revision to the slip lease agreement shall be provided to the City and TBRPC prior to its adoption.

8. Any change to the Project shall be subject to the criteria set forth in Section 380.06(19), Fla. Stat. (1989), as amended from time to time, and may constitute a substantial deviation subject to further DRI review.

9. Approval of the ADA and adoption of this Development Order does not authorize or approve development of the Project in excess of that described herein, and any excess infrastructure capacity constructed to potentially serve development beyond the description of the Project shall be at the City's sole risk and shall not vest additional development rights.

SPECIAL CONDITIONS

1. All of the Applicant/Developer commitments described in Exhibit "C" attached hereto and incorporated herein shall constitute special conditions and restrictions for development of the Project and shall be honored by the City and its assigns,

except as they may be superseded by specific terms of this Development Order.

2. The total number of live-aboard vessels permitted at the Regatta Point Marina shall be limited to 88 (25 percent of the total number of wet slips) unless it can be demonstrated that the sanitary sewage facilities will support a greater number of live-aboard vessels pursuant to the capacity requirements of the City of Palmetto Zoning and Land Development Regulations, and provided further that no degradation of water quality shall occur as a result of said increase. The use of sewage pump-out facilities in lieu of direct discharge shall be strictly enforced. All live-aboard vessels docked at the Regatta Point Marina in excess of 72 hours shall have direct access to the sanitary sewer system, and that system and its facilities shall be designed and located to conveniently serve all tenants in the Marina, including specifically all live-aboard vessel tenants. Pump-out facilities shall be marked to provide operating information and to advise Marina tenants of their responsibility to use these facilities. If required, pursuant to existing permitting authority, additional live-aboard vessels (in excess of 88) shall not be permitted at the Regatta Point Marina until such time as any required approval or permit for same has been granted by the State of Florida, Department of Environmental Regulation (FDER), the State of Florida, Department of Natural Resources (FDNR) and the U. S. Army Corps of Engineers (ACOE). If it is determined by the permitting agencies with authority that additional sanitary sewage facilities

will be required to service additional live-aboard vessels at the Regatta Pointe Marina at build-out of the proposed expansion, such additional sanitary sewage facilities shall be operational prior to occupancy of any additional live-aboard vessels within the Regatta Pointe Marina.

3. The Regatta Pointe Marina "Rules and Regulations Governing Dockage" Nos. 3, 4, 5, 6, 11, 17, 18 and 20 regarding marina operations, a copy of which is attached hereto as Exhibit "D" and incorporated herein, shall remain in effect for the life of the Project.

4. All proposed and required permit applications associated with the proposed improvements to be constructed at the Regatta Pointe Marina shall be submitted by the City or its assigns to TBRPC for review. A copy of such permit applications shall also be submitted to the City, FDNR, FDER, ACOE, and the U. S. Fish and Wildlife Service (USFWS). A copy of any application to revise or amend the Submerged Sovereignty Land Lease No. 41-43874 existing between the Board of Trustees of the Internal Improvement Trust Fund (Trustees) and the City shall be submitted by the City or its assigns to the City, TBRPC, FDER and ACOE for review at the same time as the application is submitted to FDNR/Trustees or shall be submitted upon delivery of this Development Order to such agencies if submittal of the application has occurred prior to the adoption of this Development Order.

5. Any dredging proposed, other than maintenance dredging, of the Regatta Pointe Marina expansion shall constitute an

automatic substantial deviation from the approved Project.

6. The entire marina envelope shall be designated a "no-wake" zone. The City and its assigns shall enforce the "no-wake" zone within the perimeters of the marina envelope as described on Exhibits "A" and "B", and the Project's "Rules and Regulations Governing Dockage" shall include "no-wake" zone limitations and enforcement measures.

7. The City and its assigns shall use best efforts to obtain from the responsible entity (currently FDNR/Trustees), "no-wake" speed zone designation for the area between the marina envelope and the central river channel of the Manatee River adjacent to the Regatta Pointe Marina. The "no-wake" speed zone shall be enforced through the use of signage, inclusion of "no-wake" speed zone limitations and enforcement measures within all slip lease agreements and notification of DNR Marine Patrol as to any violations known to the City, its assigns and the marina dockmaster. In addition, the City and its assigns shall accommodate the use of one slip at the Regatta Pointe Marina by DNR Marine Patrol, to assist in their efforts to enforce the "no-wake" speed zone designation. Also, the boat slip to be provided may be utilized by all permitting and enforcement agencies in order to promote boater safety and manatee protection.

8. The City or its assigns shall semi-annually following the effective date of the Development Order, conduct or sponsor boater safety workshops at which hurricane or disaster evacuation procedures and manatee protective measures shall be discussed.

9. The City or its assigns shall comply with Chapter 17-61, FAC, which mandates underground storage tank spill prevention measures and spill containment.

10. In order to minimize the potential for water quality degradation, the fueling and sewage pump-out facilities shall only be operated by trained marina staff or with direct supervision of operations by trained marina staff, and shall be properly illuminated during operation. Such facilities shall be locked or otherwise inoperative whenever a trained marina staff person is not available.

11. There shall be no major boat or motor repairs (e.g. engine rebuilding, lower unit repair) conducted on or within any portion of the Project. Boats requiring major repairs shall be transported to off-site facilities for service. There shall be no boat construction or refinishing (such as hull painting, waterproofing), or preparation for refinishing, conducted on-site. No activities requiring the use of toxic chemicals shall be conducted on-site, except for boat fueling. No boat cleaning materials containing phosphates shall be utilized on-site.

12. The Project is located within the Class III waters of the Manatee River estuary. The City or its assigns shall conduct, during construction and throughout Project operation a semi-annual surface water quality monitoring program, which program shall include the following:

A. Establishment of baseline (pre-expansion) ambient water quality conditions and worse case (summer) conditions within

the Regatta Pointe Marina.

B. Correlation analysis of water quality changes with rainfall and other relevant natural and anthropogenic events.

C. Semi-annual (wet and dry season) monitoring within the Regatta Pointe Marina, with the number and locations of stations to be approved by FDER. Samples are to be collected at the surface on each tide change (slack tide) over a diurnal period. The parameters to be monitored include:

- | | |
|-------------------------------|------------------------------------|
| -Dissolved Oxygen | -Biochemical Oxygen Demand (5 day) |
| -Total & Fecal Coliforms | -Temperature |
| -Chlorophyll-a | -Salinity |
| -Total Suspended Particulates | -Turbidity |
| -Total Organic Carbon | -Oils and grease |
| -Anthropogenic Hydrocarbons | -Phenols |

-Nutrients:

- Ammonia
- Total Nitrogen
- Kjeldahl Nitrogen
- Nitrate & Nitrite
- Total Phosphorous
- Inorganic Phosphorous

D. The monitoring results shall be submitted to the City and FDER, and shall also be included in each annual report and on an annual basis after build-out. Should the monitoring

indicate that applicable state water quality standards are not being met the violation shall be reported to FDER immediately and all construction shall cease until the violation is corrected; or if specific construction, operation or maintenance activities can be identified as causing the violation, all such specific activity shall cease until the violation is corrected. A water quality circulation study and sediment study may be required of the City or its assigns as a means of determining the source of the violation.

13. The City or its assigns shall develop a hurricane evacuation plan which will be reviewed and approved by local emergency management officials, including TBRPC. The final version of the Regatta Point Marina hurricane evacuation plan and an associated public information program shall be included as a part of and copies thereof delivered with the first annual report following issuance of this Development Order. A copy of any revisions shall be delivered to local emergency management officials and TBRPC prior to adoption and shall be included as part of any subsequent annual reports delivered annually after Project build out. The hurricane evacuation plan shall address and include, at a minimum: operational procedures for the warning and notification of all boat owners, other tenants, residents and visitors prior to and during a hurricane watch and warning period; a public awareness program; and the following items:

A. Upon issuance of an Evacuation Order, the following activities shall be completed:

- fuel pumps shall be effectively disconnected from the fuel storage tanks;

- water mains shall be turned off;

- electrical power to the docks shall be disconnected;
and

- all electric motors, pumps and like equipment shall be effectively disconnected and protected.

B. Vessels shall be secured immediately following the issuance of the "Small Craft Advisory Warning" associated with the approach of a hurricane or a tropical storm. All preparations and evacuations should be completed prior to the arrival of gale force winds (sustained 40 miles per hour).

C. Evacuation of the upland commercial and office areas upon issuance of an Evacuation Order.

D. No one will be permitted to stay on-board their boats during a hurricane. Boat owners shall be made aware that drawbridges will be locked in the down position after an Evacuation Order is issued.

E. Evacuation of all live-aboard lessees shall be commenced no later than the issuance of an Evacuation Order. Regatta Pointe Marina shall assist those persons, if requested, in obtaining transportation to a hurricane shelter.

F. Hurricane and tropical storm preparations shall be initiated at the beginning of the hurricane season (June 1), and anticipated preparatory actions shall be included as part of any hurricane evacuation plan.

G. Actions to be taken by the marina, commercial areas and the boat owners after a hurricane strike should be included.

H. The City or its assigns shall be responsible for making hurricane evacuation plans available to all marina tenants during the hurricane season. The Hurricane Evacuation Plan shall be included with the slip lease rules of the Regatta Pointe Marina, shall be provided to every lessee, tenant, and employee of the marina, and shall be posted in a prominent place on-site.

14. All contracts for sale and purchase of land and/or structures in the Regatta Pointe Marina shall be accompanied by a hazard disclosure statement generally describing the property's relative probability of damage from hurricane surge.

15. In the event that any species listed in Sections 39-27.003-.005, FAC, are observed frequenting the site for nesting, feeding, or breeding, proper protection/mitigation measures shall be employed immediately in cooperation with the Florida Game and Fresh Water Fish Commission (FGFWFC).

16. The ratio of power boats to sail boats shall be determined and established by and between the City or its assigns and the ACOE, FDER and FDNR as a condition of the permitting for the construction of the 252 marina wet slips to be included as part of the Project pursuant to this Development Order.

17. The City or its assigns will resume the planting of mangroves along the intertidal zone fronting the existing seawall, if required by and under the direction of, the appropriate permitting agencies.

18. The City and its assigns shall not discriminate in any form or manner whatsoever when providing for employment opportunities within the Project.

19. Commencing within thirty (30) days following issuance of this Development Order and continuing quarterly thereafter throughout the life of the Project, the City or its assigns shall inspect or cause to have inspected all Project sewer lines to determine whether any leaks or ruptures have been detected and to confirm that all PVC joints within the sewage collection system remain firmly connected together. Likewise, the operation of the sewage lift station shall be inspected on a quarterly basis. Leaking or otherwise faulty sewer lines shall be repaired or replaced as quickly as possible following detection. Copies of the quarterly inspection reports shall be maintained by the City or its assigns and a statement regarding the results of each quarterly inspection shall be included in each annual report to be prepared by the City or its assigns in accordance with Section 380.06(15), and (18) Fla. Stat. (1989).

20. The Project shall utilize the lowest quality water reasonably available and suitable for irrigation and other non-potable uses.

21. Water-saving devices shall be required in the Project as mandated by the Florida Water Conservation Act (Section 553.14, F.S.) and xeriscape vegetation shall be used in landscaping where feasible. The City and its assigns shall abide by any applicable water conservation measures imposed by SWFWMD for the Eastern

Tampa Bay Water Use Caution Area.

22. The City or its assigns shall provide to all slip lessees, tenants, and employees information that indicates the types of materials that are considered to be hazardous, flammable and "special" and are to be stored or disposed only in specially-designed containers/areas to be located on-site. This information must be included with all Project leases.

23. The City and its assigns shall comply with all applicable sections of Title III (Community Right-to-Know Law) of the Superfund Amendment and Reauthorization Act.

24. The City or its assigns shall be responsible for regular and frequent litter cleanup within the Project.

25. All Project tenants and businesses shall be encouraged to:

- Use energy alternatives, such as solar energy, where economically feasible;

- Obtain energy audits provided by energy companies or other qualified agencies;

- Install water heater timers and set water heaters at 130 degrees Fahrenheit or lower;

- Promote energy conservation by employees, buyers, suppliers and the public, as appropriate;

- Reduce levels of operation of all air conditioning, heating, and lighting systems during non-business hours, as appropriate;

- Institute and utilize recycling programs; and

- Utilize energy-efficient packaging and/or recyclable materials.

26. The energy conservation measures referenced in the ADA shall be implemented. The success of these measures shall be reported in each annual report.

27. The City and its assigns should work with or designate an energy officer to establish energy policies, monitor energy use and encourage conservation for Project businesses and industry. An energy audit by Florida Power and Light may satisfy part of this recommendation.

28. The City or its assigns shall be responsible for maintenance of all common areas on the Project site.

29. In accordance with its Comprehensive Plan, land development regulations and other applicable ordinances consistently applied, the City shall ensure that fire, police and emergency medical services are adequate, and meet state standards, prior to issuing a building or construction permit for the contemplated improvements. Copies of documentation evidencing compliance with this paragraph shall be provided to TBRPC at the time of building permit application.

30. The 252 wet slips approved by the Development Order shall be designed and constructed to meet or exceed the National Fire Prevention Association standards for boatyards/marinas. Project design and construction, shall allow and ensure adequate land access to the marina for fire-protection vehicles and fire-fighting purposes.

EFFECTIVE DATE; TRANSMITTAL; RECORDING; SEVERABILITY

31. This ordinance shall become effective upon its adoption by the City. Approval of this Development Order does not obviate the need for any permits or approvals that may be lawfully required by other governmental entities or agencies.

32. The City Clerk is authorized and directed within five (5) days of the effective date of this ordinance to send certified copies of this ordinance with copies of all attached exhibits to Florida Department of Community Affairs, 2740 Center View Drive, Tallahassee, Florida 32399; TBRPC 9455 Koger Boulevard, Suite 219, St. Petersburg, Florida 33702, and Harry VanDerNoord, 1005 Riverside Drive, Palmetto, Florida 34221.

33. The City shall record a notice of the adoption of this Development Order with the Clerk of the Circuit Court in and for Manatee County, Florida, which notice shall include a copy of the legal description attached hereto as Exhibit "A" and incorporated herein. The notice shall also confirm and recite adoption of this Development Order by the City, the date of this Development Order, the location of where the Development Order may be examined, and a statement that the Development Order constitutes a land development regulation applicable to the Project and the property described on Exhibit "A" attached hereto.

34. In the event that any portion of this ordinance is determined to be invalid, illegal or unconstitutional by a court or

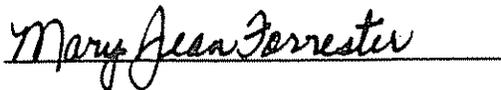
other entity with comminate jurisdiction, such decision shall not affect the remaining portions of the ordinance, which shall remain in full force and effect.

PASSED IN REGULAR SESSION THIS 18 DAY OF FEBRUARY, 1991.

A handwritten signature in cursive script, appearing to read "Donald R. Olmstead", is written over a horizontal line.

DONALD R. OLMSTEAD, MAYOR

ATTEST:

A handwritten signature in cursive script, appearing to read "Mary Jean Forrester", is written over a horizontal line.

CITY CLERK

DESCRIPTION: EXISTING SUBMERGED LANDS

COMMENCE AT A CONCRETE MONUMENT ON THE EAST R/W OF 11TH AVENUE WEST, IN THE CITY OF PALMETTO (SAID MONUMENT MARKING THE SOUTHWEST CORNER OF THE NORTH 36.9 FT. OF LOT 7, OF "SUBDIVISION OF PART OF BLOCK L, LAMBS FRACTIONAL SUBDIVISION", AS RECORDED IN PLAT BOOK 7, PAGE 20, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA); THENCE S 00°10'00" E, ALONG THE EAST R/W OF SAID 11TH AVENUE WEST, 244.82 FT. TO AN IRON PIPE MARKING THE INTERSECTION WITH THE NORTHWESTERLY LINE OF "RIVERSIDE DRIVE"; THENCE S 84°08'00" W, ALONG THE SOUTHWESTERLY EXTENSION OF SAID NORTHWESTERLY LINE, 40.20 FT. TO THE INTERSECTION WITH THE WEST R/W OF SAID 11TH AVENUE WEST; THENCE S 00°10'00" E, ALONG THE SOUTHERLY EXTENSION OF SAID R/W, 74.81 FT. FOR A POINT OF BEGINNING; THENCE CONTINUE S 00°10'00" E, ALONG THE SOUTHERLY EXTENSION OF THE WEST R/W OF SAID 11TH AVENUE WEST, 811.67 FT.; THENCE N 89°50'00" E, 979.59 FT. TO THE INTERSECTION WITH THE APPROXIMATE WESTERLY LINE OF AN EXISTING CHANNEL IN THE MANATEE RIVER; THENCE N 00°25'57" W, PARALLEL WITH THE SOUTHERLY EXTENSION OF THE WEST R/W OF 9TH AVENUE WEST AND 75.0 FT. EASTERLY THEREFROM, 742.36 FT.; THENCE S 89°50'00" W, 75.00 FT. TO THE INTERSECTION WITH SAID SOUTHERLY EXTENSION; THENCE N 00°25'57" W, ALONG SAID SOUTHERLY EXTENSION, 25.79 FT.; THENCE S 89°50'00" W, 211.78 FT.; THENCE S 88°28'01" W, 80.78 FT.; THENCE S 00°10'00" E, 60.00 FT.; THENCE S 89°50'00" W, 130.00 FT. TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE OCCUPIED CENTERLINE OF 10TH AVENUE WEST; THENCE N 77°44'16" W, 489.96 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 23, TOWNSHIP 34 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING 16.91 ACRES MORE OR LESS.

DESCRIPTION: ADDITION TO SUBMERGED LANDS

COMMENCE AT A CONCRETE MONUMENT ON THE EAST R/W OF 11TH AVENUE WEST, IN THE CITY OF PALMETTO (SAID MONUMENT MARKING THE SOUTHWEST CORNER OF THE NORTH 36.9 FT. OF LOT 7, OF "SUBDIVISION OF PART OF BLOCK L, LAMBS FRACTIONAL SUBDIVISION", AS RECORDED IN PLAT BOOK 7, PAGE 20, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA); THENCE S 00°10'00" E, ALONG THE EAST R/W OF SAID 11TH AVENUE WEST, 244.82 FT. TO AN IRON PIPE MARKING THE INTERSECTION WITH THE NORTHWESTERLY LINE OF "RIVERSIDE DRIVE"; THENCE S 84°08'00" W, ALONG THE SOUTHWESTERLY EXTENSION OF SAID NORTHWESTERLY LINE, 40.20 FT. TO THE INTERSECTION WITH THE WEST R/W OF SAID 11TH AVENUE WEST; THENCE S 00°10'00" E, ALONG THE SOUTHERLY EXTENSION OF SAID WEST R/W, 886.48 FT. TO THE S.W. CORNER OF AN EXISTING SUBMERGED LAND PARCEL FOR A POINT OF BEGINNING; THENCE N 89°50'00" E, 979.59 FT. TO THE INTERSECTION WITH THE APPROXIMATE WESTERLY LINE OF AN EXISTING CHANNEL IN THE MANATEE RIVER; THENCE S 00°25'57" E, PARALLEL WITH THE SOUTHERLY EXTENSION OF THE WEST R/W OF 9TH AVENUE WEST AND 75.0 FT. EASTERLY THEREFROM 42.00 FT.; THENCE S 89°50'00" W, 979.77 FT. TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST R/W OF SAID 11TH AVENUE WEST; THENCE N 00°10'00" W, ALONG THE SOUTHERLY EXTENSION OF SAID WEST R/W, 42.00 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 23, TOWNSHIP 34 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING 0.94 ACRE MORE OR LESS.

LOMBARDO & SKIPPER, INC.
Consulting Engineers, Surveyors & Planners

P.O. Box 188 • 825 - 4th Street West • Palmetto, Florida 34221 • (813) 722-4561 - 748-0600



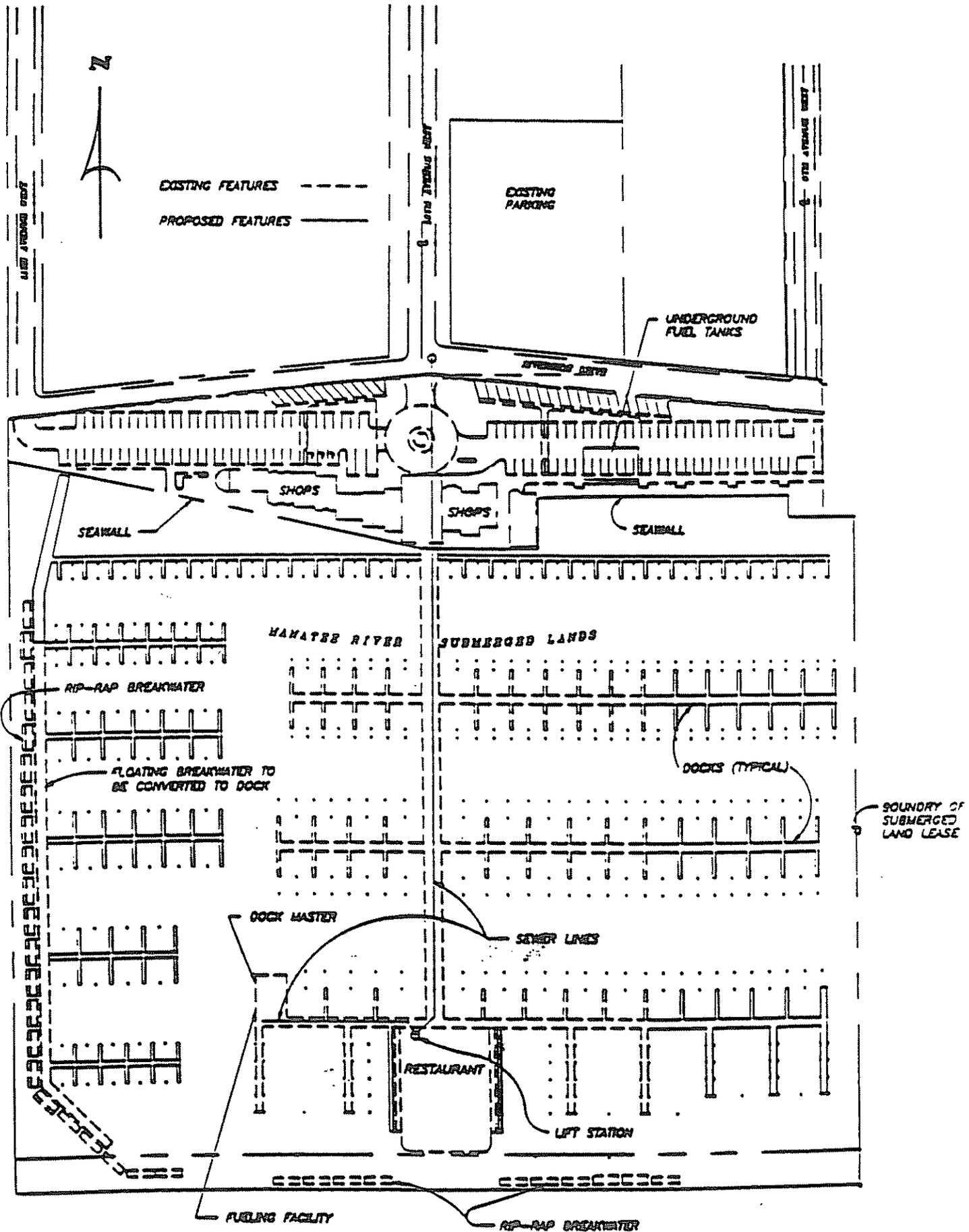
EXHIBIT "A"-1

PARCEL II:

UPLAND PARCEL (ARCADE)

Commence at a concrete monument on the East R/W of 11th Avenue West, in the City of Palmetto (said monument marking the Southwest corner of the North 36.9 ft. of Lot 7, of "Subdivision of part of Block L, Lambs Fractional Subdivision", as recorded in Plat Book 7, Page 20, of the Public Records of Manatee County, Florida); thence South 00°10'00" East, along the East R/W of said 11th Avenue West, 244.82 ft. to an iron pipe marking the intersection with the Northwesterly line of "Riverside Drive"; thence South 84°08'00" West, along the Southwesterly extension of said Northwesterly line, 40.20 ft. to the intersection with the West R/W of said 11th Avenue West; thence South 00°10'00" East, along the Southerly extension of said West R/W, 24.81 ft., for a Point of Beginning; thence continue South 00°10'00" East, 50.00 ft.; thence South 77°44'16" East, 489.96 ft. to the intersection with the Southerly extension of the occupied centerline of 10th Avenue West; thence North 89°50'00" East, 130.00 ft.; thence North 00°10'00" West, 60.00 ft.; thence North 88°28'01" East, 80.78 ft.; thence North 89°50'00" East, 211.78 ft., to the intersection with the Southerly extension of the West R/W of 9th Avenue East; thence South 00°25'57" East, along said Southerly extension, 25.79 ft.; thence North 89°50'00" East, 40.00 ft. to the intersection with the Southerly extension of the East R/W of said 9th Avenue West; thence North 00°25'57" West, along said Southerly extension, 120.51 ft.; thence North 84°25'20" West, parallel with the Northeasterly line of said Riverside Drive and 39.89 ft., measured perpendicular, therefrom, 464.85 ft. to the intersection with the Southerly extension of the occupied centerline of said 10th Avenue West; thence South 84°08'00" West, parallel with the Northwesterly line of said "Riverside Drive" and 24.69 ft., measured perpendicular, therefrom, 480.44 ft. to the Point of Beginning, being and lying in Section 23, Township 34 South, Range 17 East, Manatee County, Florida. Containing 2.85 acres, more or less. Less and Except parcel lying between the extensions South of the East and West lines of 9th Avenue West and South of Riverside Drive extension to the Manatee River.

DRI #205
REGATTA POINTE MARINA
MASTER SITE PLAN



DRI #205

APPLICANT/DEVELOPER COMMITMENTS

The following are commitments set forth in the Application for Development Approval (ADA), the First Sufficiency Response (SR1) and the Second Sufficiency Response (SR2).

GENERAL PROJECT DESCRIPTION

The entire berthing space is for recreational vessels. No commercial boats or ships will be using this facility. (ADA, pg. 68) (Developer Clarification: For purposes of this limitation the term "commercial" shall not include cruise/party/excursion boats, dinner boats, guided fishing and diving excursions, rental boat clubs, sea-touring service, and boat brokerage and sales.)

SPECIFIC DRI CATEGORIES

Port Facilities/Marinas

The proposed facility will be available to the public on a first-come, first-served basis. (ADA, pg. 21)

The developer will provide \$10,000 for rip-rap construction in the event the City of Palmetto undertakes such construction on the marina site. (SR1, pg. 2)

The developer is responsible for all dredging costs. (SR1, pg. 3)

The lease agreement will discourage live-aboards by prohibiting such activities as mail delivery and laundry. (SR1, pg. 6) (Developer Clarification: Laundry activities will not be prohibited.)

The developer will not lease slips for live-aboard vessels in excess of the maximum permitted number. Any slip lease for which live-aboards are not permitted will specifically state this commitment. All such terms of any slip lease agreement will be vigorously enforced through policing by the on-site dockmaster. Any leaseholders observed residing on their moored vessels in violation of their slip lease agreement will be required to comply with their slip lease agreement, or that agreement will be terminated. (SR2, pg. 14)

All slips within the existing marina and all proposed slips are "open wetslips". (SR 3, pg. 16).

Immediate access points are delineated by channel markers, no wake speed limit, and manatee area warnings. (SR 3, pg. 16)

ENVIRONMENT AND NATURAL RESOURCES

Water Quality

No dredging or additional ancillary facilities are proposed. The following mitigative measures will be used to reduce/avoid potential adverse impacts to water quality caused by the proposed project.

- During the construction of dockage, turbidity screens will be used within those areas where jetting of dock pilings will take place.
- Sanitary pump-out facilities will be available to receive domestic wastewater from vessel holding tanks.
- No marine repair or maintenance facilities will be provided at the marina site.
- No additional wave barriers or breakwaters will be constructed.
- Floating docks will be located in a manner which will minimize alterations in circulation patterns and flushing characteristics.
- All boating activity will be monitored and supervised by a full-time dockmaster.
- No additional fueling facilities will be constructed. (ADA, pg. 25)

An appropriate spill contingency plan will remain in effect. (ADA, pg. 69)

The fuel tanks are monitored for leakage by manual groundwater testing. (SR 2, Exhibit B). (Developer Clarification: Or annual tank pressure testing, as allowed by applicable law and regulation.)

The fuel tank volumes will be measured daily and compared with the dispensed volumes. Visual inspection of the fuel lines, tanks and pumps will be conducted weekly. (SR1, pg. 1)

The underground fuel tanks are fiberglass, and the fuel lines are corrosion-resistant metal with a bitumastic coating. (SR 2, pg. 10 and Exhibit B).

Regatta Pointe Marina will continue to maintain a full-time dockmaster to personally oversee all fueling operations. Spill containment and reporting procedures will continue to be conspicuously posted and all personnel will be required to read and sign the Department of Natural Resources' manual entitled "The Florida Coastal Pollutant Spill Contingency Plan", which outlines the policies and procedures for responding to pollutant spills. (SR1, Conservation Consultants, Inc., pg. 4; SR2, pg. 6)

Regatta Pointe Marina will continue to use Howco Environmental Services, or other licensed firm, to provide all labor, materials, and supplies to respond to any discharge of pollutants. (SR1, Conservation Consultants, Inc., pg. 4)

All fuel facilities are located on a fixed dock (non-floating), elevated platform and separated from the boating public by a floating dock. The pumps are located approximately five feet above the floating dock and are not directly accessible to boaters. Each fuel pump includes an automatic shutoff, and an emergency shutoff switch is located in the adjacent dockmaster's office. The developer intends to utilize this system after completion of the marina expansion. As a matter of marina policy, enforced by the dockmaster, all boat engines will continue to be required to be shut off during the fueling process with blowers required to be turned on. The dockmaster will control these operations by his personal supervision and by providing verbal instructions to all boaters dispensing fuel. Upon completion of pumping and prior to any further transactions, the dockmaster will shut the pump off and render it inaccessible to further pumping, except by dockmaster key. (SR2, pg. 6)

The fueling facilities will be equipped with a "two second leak detector" and an emergency shut-off valve, as are currently in use, to assist in monitoring and testing for fuel leakage. (SR2, pg. 6)

Two 10,000-gallon underground fuel tanks are located on the mainland. The fueling facilities are equipped with a "two second leak detector" and an EBW 66.0 emergency shut-off valve to assist in monitoring and testing for fuel leakage. (SR2, pg. 6)

The fueling facilities will continue to meet Chapter 16N-16, FAC. (SR1, Conservation Consultants, Inc., pg. 3)

A copy of the proposed marina basin circulation study will be provided to TERPC upon approval by the FDER. (SR2, pg. 9)

Repairs and maintenance activities at the marina will be specifically limited and/or prohibited by the language of the slip lease agreement. Major engine and hull repairs, and painting, will be prohibited at the marina. (SR2, pg. 12; SR2, Exhibit L)

Wetlands

There will be no dredging, filling, or alteration of established intertidal zone vegetation. The vegetated shoreline areas will be preserved in their existing state. Preservation will be accomplished by prohibiting boat access to these areas. These areas will be conspicuously marked with float ropes or other means necessary to prevent inadvertent encroachment. Turbidity curtains will be used to contain the temporary suspension of sediment potentially associated with the installation of pilings. The location and configuration of

the docks will be oriented to avoid any adverse impacts of shading. (ADA, pg. 27; SR1, Conservation Consultants, Inc., pg. 5)

Floodplains/Disaster Preparedness

The base flood elevation for this area has been determined to be ten feet. The tops of all anchor pilings for floating docks shall be ten feet NGVD or greater. (ADA, pg. 28)

The marina will take appropriate evacuation measures if a boat owner fails to take adequate precautions. (SR1, pg. 3)

Copies of the Regatta Pointe Marina's hurricane evacuation plan, which includes the Manatee County hurricane plan and map, and Cigna Loss Control Service's "Hurricane Precautions for the Yachting Community", will be made available at the dockmaster's office to all leaseholders, as noted in the slip lease agreement. (SR2, pg. 10)

Vegetation and Wildlife

During project construction, the "Manatee Hotline" phone numbers will be displayed around the marina site. The entire marina area will be designated an idle speed/no wake zone and this speed restriction will be enforced by the dockmaster and marina personnel. The construction personnel associated with the expansion project will also be advised of the speed restrictions and of the presence of manatees.

The following standard FDNR marina construction conditions will be observed at Regatta Pointe Marina:

- ⦿ The contractor will instruct all personnel associated with the project of the presence of manatees and the need to avoid collisions with manatees.
- ⦿ All personnel will be advised that there are civil and criminal penalties for harming, harassing or killing manatees which are protected under the Endangered Species Act of 1973, the Marine Mammal Protection Act of 1972, and Florida Manatee Sanctuary Act of 1978. The applicant and/or contractor will be held responsible for any manatee harmed, harassed or killed as a direct result of construction activities associated with the project.
- ⦿ All vessels associated with the project will operate at "no wake/idle" speeds at all times while in the marina boundaries where the draft of the vessel provides less than three feet of clearance from the bottom, and vessels will follow routes of deep water ingress and egress.
- ⦿ All construction activities in open water will cease upon the sighting of manatees within 100 yards of the project area. Construction activities will not resume until the manatees have departed the project area.

- All reported or observed collisions with a manatee shall be reported immediately on the "Manatee Hotline" and to the U.S. Fish and Wildlife Service.
- The contractor shall keep a log detailing sightings, collisions, or injury to manatees which have occurred during the contract period and within the construction site.
- Following project completion, a report summarizing the above incidents and sightings will be submitted to FDNR, Marine Mammal Recovery Program, and to the U.S. Fish and Wildlife Service.
- The developer will install and maintain manatee awareness signs in prominent locations within the construction area/facility. The developer will send a project site plan to FDNR Marine Mammal Recovery Program. FDNR personnel will specify sign locations. Temporary construction signs will be removed by the developer when project construction is complete. The signs shall conform to the Florida Uniform Waterway Marking System in accordance with Subsection 327.40-1, F.S. The installation shall be made in accordance with FDNR specifications. Placement and installation of signs will be certified to FDNR by the project Professional Engineer before the marina facility is in use. Signs and pilings are to remain the responsibility of the owner(s) and are to be maintained for the life of the marina in a manner acceptable to FDNR. (ADA, pp. 32 - 34)

After construction has been completed, the developer will establish and maintain a permanent educational display at a prominent location to increase the awareness of boaters using the facility of the presence of manatees and the need to minimize the threat of boats to these animals. The developer agrees to install at least two such displays. Each display will include information on the location of the facility with respect to boat speed zones in the area, manatee ecology, the threat which boats pose to manatees and the "Manatee Hotline" number. FDNR personnel will specify educational display locations when caution sign location siting is done. Educational displays will remain the responsibility of the owner(s) and will be maintained for the life of the marina in a manner acceptable to FDNR. (ADA, pp. 32 - 34; SRI, Conservation Consultants, Inc., pg. 8)

The developer will comply with all provisions of the approved manatee protection plan. (ADA, pg. 34)

A one-foot depth will be maintained below the deepest draft at mean low water. (SRI, pp. 6 and 7)

The marina envelope and channel access to the marina will be designated and posted as an idle speed zone. (SRI, Conservation Consultants, Inc., pg. 8)

PUBLIC FACILITIES

Wastewater

A sanitary pump-out facility is provided for use by all boaters. (ADA, pg. 18)

The developer or successors in interest will operate and maintain the internal collection facilities for the development that are not located within public rights-of-way or easements. This will include the lift station at the restaurant on the island and any portable pump-out equipment. (ADA, pg. 42)

All distribution lines within the wastewater collection system are made of PVC plastic and will continue to be inspected quarterly to confirm that all joints remain firmly connected together. Operation of the lift station will continue to be monitored frequently. (SR2, pg. 9)

All boats, including live-aboards, shall be required by the slip lease agreement to use the sewage pump-out facilities. (SR2, pg. 11)

Water

The on-site internal water distribution system will be maintained by the developer. (ADA, pg. 47)

Solid Waste

Signs will be posted on all dumpsters and other areas of the marina advising that hazardous wastes may not be disposed in the trash receptacles. (SR1, pg. 5)

No hazardous wastes or substances are permitted as addressed in the lease agreement. (SR1, pg. 5; SR2, pg. 11)

Any floating debris within the marina basin will continue to be removed by the marina staff by the use of a dip net. This is done from the dock or from a small boat as necessary. (SR2, pg. 12)

Energy

The developer will encourage energy conservation by individual users. (ADA, pg. 53)

Recreation and Open Space

The developer will provide on-going recreation and open space maintenance facilities in the marina and support areas. (ADA, pg. 56)

Health Care

First aid measures will be available at the dockmaster's office. (ADA, pg. 57)

Police

The City of Palmetto Police Department will continue to have full access to the property by way of the existing road systems and walkways. (ADA, pg. 59)

Fire

Fire protection for the project will be in accordance with the latest recommendation of the National Fire Prevention Association (NFPA) and the North River Fire District. (ADA, pg. 47)

For emergencies, fire extinguishers will be provided on-site and all staff will be trained to respond to all fire emergency situations. Emergency phone numbers will be posted and readily accessible. (ADA, pg. 61)

The entire project has fire line distribution, automatic fire alarms and is serviced by a fire pump maintained by the developer. The developer intends to continue utilizing this system for the proposed marina expansion. (SR1, pg. 6)

The marina has established an absolute no smoking policy during fueling operations or at any time when in proximity to the fueling operation. Fire hoses and portable extinguishers are, and will remain, located on the fixed dock platform and adjacent to the dockmaster's office. (SR2, pg. 6)

Any information regarding a reassessment of the North River Fire District's ISO rating will be immediately provided to TERPC when available. (SR2, pg. 11)

REGATTA POINTE MARINA

Business office: 813/746-3388 • 1005 Riverside Drive • Palmetto, Florida 34221 • Dockmaster: 813/729-6021

THIS IS AN AGREEMENT BETWEEN REGATTA POINTE MARINA HEREIN CALLED (MARINA) OWNER OF THE MARINE BASIN, AND THE UNDERSIGNED BOAT AND/OR OWNER HEREIN CALLED OWNER

(PLEASE PRINT)

DATE _____ BOAT NAME _____ OWNER'S NAME _____

CAPTAIN _____ REGISTRATION NUMBER _____

O.A. LENGTH _____ BEAM _____ DRAFT _____ SLIP NO. _____

OWNER'S ADDRESS _____ ZIP _____

OWNER'S PHONE NO. HOME _____ BUSINESS _____

DOCKAGE MONTHLY _____ LIVE-ABOARD _____

ELECTRICITY _____ WATER _____ SALES TAX _____ TOTAL MONTHLY _____

1. The Dockage rate per month, or part of a month thereof, payable in advance before the fifth (5th) day of each & every month, whether or not the assigned slip is occupied by the Yacht. All other charges are payable at the time of accrual. Any statement not paid within (30) days will incur finance charge of one & one-half percent (1 1/2%) per month on the unpaid balance (Annual Percentage Rate of 18%), or the maximum allowable under Florida or Federal Law. Dockage charges are payable to the end of the cancellation month and no refund of prepaid dockage charges will be made. The dockage rate is subject to change upon thirty (30) days notice. All charges must be paid in full before Yacht may leave MARINA.
2. Marina reserves the right to meter, water, sewer & electric charges at the rate being charged to the Marina by the various utilities.
3. Marina shall have a lien against the above-described boat, her appurtenances, and contents for unpaid sums for the use of docking facilities or other services, or for damages caused or contributed to by the above described boat, or by the Owner to any docks or property of Marina, or any other person at Regatta Pointe Marina.
4. Last months rents are not refundable or transferable and are adjusted during the contract period at the discretion of the Marina. All dockage charges will continue until the account is settled to the satisfaction of the Marina.
5. Failure to pay an outstanding balance for ninety (90) days authorizes Marina to charge double the above listed Dockage Rate beginning the fourth (4th) month. Failure to pay an outstanding balance for six (6) months authorizes Marina to sell Yacht at a non-judicial sale, according to Florida Law. Notice of such non-judicial sale shall be sent to OWNER at the address listed above as Billing Address.
6. This agreement is for the use of dock space only. Docks and finger piers are to be clean and tidy, not be used as a storage unit. Such space is to be used at the sole risk of the owner. The Marina shall not be liable for the care or protection of the boat (including gear, equipment or contents) or for any loss or damage of whatever kind or nature to the boat, contents, gear or equipment whether do to the sole negligence of Marina or otherwise. The owner indemnifies and holds Marina harmless against any loss, cost, suit, or claim is based upon the sole negligence of Marina or otherwise.
7. Marina expects OWNER to have made suitable arrangements for safe sheltered anchorage during tropical storms, depressions or hurricanes, and OWNER warrants such arrangements have or will be made. Owner may not assume that Marina's premises will be safe, sheltered anchorage during tropical storms, depressions, or hurricanes. In the event of an impending tropical storm, depression or hurricane, or an emergency; Marina, in its sole discretion, reserves the right to move or evacuate unattended vessels at the Owners risk and expense.
UNDERTAKING TO MOVE OR EVACUATE VESSELS SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY & CARE OF OWNER'S YACHTS BY MARINA, NOR SHALL MARINA BE DEEMED A BAILEE OF THE YACHT.
8. In the event any portion of this agreement shall be deemed to be in violation of any law of the United States or any law of the State of Florida, said portion, and said portion only, shall be deemed null & void; and the balance of this agreement shall be interpreted in accordance with the laws of the State of Florida and the laws of the United States.
9. The owners shall be responsible for and shall pay any and all reasonable Attorney's fees, at the trial level, as well as at the appellate level, together with any cost and/or other charges incurred by the Marina in the enforcement of any provisions of this agreement.
10. Waiver of any conditions by Marina shall not be deemed to be a continuing waiver.

RULES AND REGULATIONS GOVERNING DOCKAGE

1. Boat owners must show proof of Liability Insurance, for their Boat once a year.
2. No person, owner, or crew member of any vessel in the harbor, may hire or bring outside contract labor for repairs & maintenance, or any other type of work upon a vessel, without the contractor having on file in the Marina Office a Certificate of Insurance in the amount of \$500,000.00.
3. When a boat enters the Yacht Basin the boat, crew and guests must comply with all rules set out herein, and all boats must register with the Dockmaster.
4. The Rules of the Road and the Navigation Laws of the United States apply to all vessels in or approaching Regatta Pointe Marina.
5. Only boats in good condition, legally registered and under their own power shall be admitted to berthing areas. In the event of an emergency during the owner's absence (i.e. breaking down of bilge pump, leak, bad lines, etc.) the Dockmaster is authorized to make necessary repairs, as economically as possible, which will be charged to the owner.
6. Berths will be assigned by the Dock Master or his duly authorized representative and no changes will be made without his permission. The Dock Master or his representative may cancel the Dockage agreement and order any vessel to vacate the space said Vessel is occupying for the violation of any of Regatta Pointe Marina rules & regulations.
7. Subleasing of berths, transfer of boats between berths, or from one berth to any other berth, shall not be allowed, except upon prior approval of the Dock Master. Owners agree that in case of emergency Dock Master may move the Boat from the particular space rented to any other mooring place.
8. Boats leaving for an extended cruise will so notify the Dock Master's Office. The Management reserves the right to rent all docks when vacant; however, transients will move for boats on seasonal or long term contracts or on advanced reservations.
9. Regatta Pointe Marina reserves the right to limit and govern Parking Spaces in Parking Area. Parking spaces directly in front of the Arcade building are exclusive for the use of the Arcade tenants and their customer. Anyone who does not honor the Parking Signs will have their dockage terminated and their car or motor bike will be towed away at their expense.
10. Boat owners shall not store supplies, materials, accessories, or debris on walkway, and shall not construct thereon any lockers, chests, cabinets, or similar structures. Only dock boxes approved by the Dock Master shall be allowed on the Docks.
11. Major Engine repairs, Hull repairs and painting are not permitted in the marina.
12. Noise shall be kept at a minimum at all times. Patrons shall use discretion in operating engines, generators, radios, television sets, etc...so as not to create a nuisance or disturbance. The use of mechanical tools outside of the boat is only permitted with written permission from the Dock Master.
13. Hoses and electrical lines shall not cross the Docks.
14. Swimming, diving, roller skating, bike riding, fishing, cast netting, or gigging will not be permitted on or from the docks.
15. Laundry shall not be hung on boats, docks, or piers in the Yacht Basin at anytime.
16. Boat owners shall not use Regatta Pointe Marina as a Mail Drop, use other means to get your mail. We will accept Express Mail or UPS and Federal Express only.
17. Garbage Pickup is from 8:00 to 8:30 AM Monday thru Saturday and 10:00 to 11:00 AM Sunday; any other time please use dumpster at East End of Parking Lot. (NO GARBAGE ON DOCKS OVERNIGHT). Dumping of any hazardous waste is forbidden in the marina.
18. Pump-out facilities are provided at fuel dock. Discharge of any waste and/or waste water is forbidden in the marina area.
19. Animals: on leash while on docks (all animals use designated area across the street from the Marina for their daily business).
20. Violation of the above rules and regulations, disorder, deprecations, or indecorous conduct by a person or his crew or guests that might injure a person, cause damage to property, or harm the reputation of the Yacht Basin shall be cause for immediate removal of the boat in question from the Yacht Basin.
21. I have read this contract and agree to all terms therein.

OWNER'S NAME _____ DOCK MASTER _____

DATED _____

Regatta Pointe Marina further encourages its tennents to become familiar with the publication entitled "Hurricane Precautions For The Yachting Community" by T. Crosby, Marine Consultant, Cigna Loss Control Services Inc. Copies are available in the dockmasters office.