



Charlotte County Government

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June 16, 2015

Mr. Jon Von Inglehart
South Regulatory District Director
2295 Victoria Avenue, Suite 364
Fort Myers, FL 33901

RE: South Gulf Cove Seawalls

Dear Jon:

Please consider this as Charlotte County's official request to "sunset" the June 12, 1975 agreement between the Florida Department of Pollution Control and General Development Corporation, latter assigned to the Charlotte County Board of County Commissioners.

More specifically, we are asking that Charlotte County be allowed to issue building permits for seawall construction. As part of the permitting requirements, the County shall require a survey prepared by a Florida licensed Professional Surveyor and Mapper delineating the canal R/W line (rear property line). The most waterward face of the seawall shall be placed 0.5 ft. landward of the canal R/W (rear property line). Variances may be considered on a case-by-case basis however, no portion of the seawall shall encroach the canal R/W.

Please let me know if you require any further information. For your convenience, I've enclosed a copy of the agreement.

Sincerely,

A handwritten signature in blue ink that reads "Danny Quick". The signature is fluid and cursive.

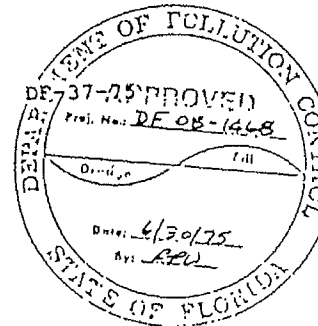
Danny J. Quick, P.E.
Director of Public Works

PUBLIC WORKS

7000 Florida Street | Punta Gorda, FL 33950-5714
Phone: 941.575.3600 | Fax: 941.637.9265

BEFORE THE STATE OF FLORIDA DEPARTMENT OF POLLUTION CONTROL

In Re:
South Gulf Cove
General Development Corporation,
A Delaware Corporation



NOW D.I.E.P.
NOW CHARLOTTE COUNTY

AGREEMENT

The following agreement is stipulated by and between the State of Florida Department of Pollution Control and its successor agencies, herein referred to as "the Department," and General Development Corporation, its successors and assigns, a Delaware Corporation, herein referred to as "the Company:"

1. The parties agree that a preliminary application has been submitted for a construction and certification permit under Chapter 403, Florida Statutes and a water quality certificate under Public Law 92-500 for South Gulf Cove units 58, 71, 78, 81, 82, 85, 87, 93, 94 and 97 development at Port Charlotte and proposing a navigable waterway into either the Myakka River or Charlotte Harbor, which application includes an application for a construction permit as to units 81 and 87. The parties agree that such application is not complete, and that it must be supported by further data. In this regard the Company expressly waives the sixty (60) day requirement for issuance of such permit until notice to the Department that the Company considers the application to be complete, at which time the said sixty (60) day period shall commence. The completed application will provide for a lock system and an upland boat basin, as well as construction of an upland canal and drainage system for all such units.

2a. It will be the purpose of the Company in its completed application to arrive at an overall design, intended to maintain water quality standards within the system as set

forth in Chapter 17-3, FAC, which incorporates as one of its features a proposal for an interceptor drainage retention basin along the easterly portion of the project which will be designed as an effort to attempt to minimize the potential degrading of waters in Charlotte Harbor. The final approved design plan for the development of the individual units will be established as a result of the Department staff examinations of the complete design proposal and through discussions between the Department, members of the Inter-Agency Task Force (designated by the Governor and Cabinet, acting as the Trustees for the Internal Improvement Trust Fund) and the Company.

b. The Company agrees that the application for a construction permit for units 81 and 87 (referred to in paragraph 1, above) will be supplemented by a further application on forms required by the Department pursuant to Chapter 17-4.28, FAC, and shall include, but not necessarily be limited to: (1) aerial photographs, (2) recorded plats, (3) drainage construction plans, (4) data on canal cross sections and earthwork quantities, (5) changes effected to canal cuts. This application will be submitted within 30 days of the date of this agreement. It is further agreed that all work done in connection with the permits for units 81 and 87 is done at the complete risk of the Company and is subject to modification in the final certification of South Gulf Cove.

3. The Company has not and will not sell lots previously platted in units 94 and 97, during the pendency of the application referred to herein, and the Company understands that, if it is determined by the Department to be necessary to utilize units 94 and 97 as part of the design to maintain water quality standards pursuant to Chapter 17-3, FAC, such determination will be accepted unless the Company asserts its right to appeal such determination pursuant to Chapter 17-4.28(7). It is also understood that the Company has established a "hold" on all unsold lots in South Gulf Cove, that this "hold" will continue during the pendency of the application referred to herein, and that no sales of these lots will be made until such time as

final action has been taken on such application.

4. The Company will agree to maintain presently existing mangrove stands ranging along the easterly side of its South Gulf Cove project and extending from Section 36, T41S, R21E, in the south in a northerly direction to Section 2, T41S, R21E, (including a mangrove stand abutting State Road 771 where State Road 771 crosses the Myakka River) in their present state, throughout the pendency of the application referred to herein and the course of negotiations for Federal and State permits. The Company will agree to give serious consideration to disposition of not only those lands but also mangrove wetlands in its possession on the opposite side of Charlotte Harbor lying along the east, south and west sides of its Port Charlotte units 44 and 79, consistent (a) with the preservation of these lands in their natural state, and (b) with such drainage easements and other permitted access allowed in such mangrove areas, as may be necessary for the Company to meet its commitments to comply with Federal and State permitting requirements for adjacent units. Such disposition may take the form of a sale to the State of Florida or to private charities whose purpose is the retention and preservation of lands in a natural state, or other similar disposition. As a condition of this settlement, the Department agrees to recognize the fact that the Company has contractual obligations to certain South Gulf Cove homesite purchasers and that those obligations include delivery of buildable homesites with waterfront access to either the Myakka River or Charlotte Harbor.

5. In proceeding with construction activities that may be approved or under construction permit or under subsequent Department permit or certification, the Company will consult with the Department and will seek to incorporate design features which will assist in the preservation of water quality within the permitted system as well as the quality of water leaving the permitted system at entering Charlotte Harbor or

the Myakka River. Such design features will include but will not be limited to the following:

a. Short-run canals to be sloped toward main canals, and no canals to be dug to a depth of more than six feet.

b. Attention to be given to a navigational lock near the point of entrance to the Myakka River and Charlotte Harbor, which lock shall be kept closed at all times, or in lieu thereof, shall be designed to admit waters from the River or Harbor through the navigational lock and into the drainage system without allowing waters from within such system to return out of the system back into the River or Harbor if such returning waters are of a lower quality than the receiving waters of the River or Harbor, all of which shall be subject to approval of a water quality monitoring and reporting system to be approved by the Department.

c. Establish and maintain a water quality monitoring program in cooperation with the Department; to prepare, and submit regularly, water quality reports to the Department's Regional Administrator.

d. Homesites are to be sloped so that water will drain toward streets rather than toward canals, and drain systems will be developed to reduce street run-off entering directly into the canal system.

e. Use of grassed slopes and, where sales contracts require use of concrete bulkheads, rubble rip-rap on canal banks. Bulkheads will not be used except where contractual obligations to homesite purchasers require such construction.

f. Provide for protection when de-watering is required during the course of construction.

g. All housing to be connected to the General Development Utilities sewerage system as approved by the Department.

h. Attempt to achieve retention within the total drainage design of the 2 year 24 hour storm.

6. As an additional assurance to the Department that water quality will be maintained within the system as well as within waters entering the Myakka River or Charlotte Harbor, the Company will post bonds at the times and in the amounts hereinafter specified. The parties agree that the bonding arrangements shall operate as follows:

Handwritten initials/signature

EX-11

To:

(a) The units in South Gulf Cove shall be bonded on an add-on basis in the amount of \$50,000 for each unit.

(b) Such bonding on a per unit basis will commence at such time as (i) the Company constructs the waterway from the Myakka River or Charlotte Harbor into the South Gulf Cove area so as to tie in waterways within South Gulf Cove to open water, or (ii) at such time as the first certificate of occupancy is issued for a single family residence, at which time the unit in which such residence is located must be bonded in the amount of \$50,000, whichever of the events in (i) or (ii), above, occurs first.

(c) If the connection to Myakka River or Charlotte Harbor is constructed first and any of the aforementioned units are developed thereafter so as to connect to the existing connection, then that unit must be bonded in the amount of \$50,000 at commencement of development. Bonding for units undeveloped at the time a connection is made into the Myakka River or Charlotte Harbor shall not be required until such time as development is undertaken in that unit.

(d) If, in the opinion of the Department, water quality falls below the agreed-upon levels either in water within the canal system or water leaving the system and entering the harbor, the Company will be directed by the Department to take such steps as in the opinion of the Department will correct the undesirable situation and restore water quality to the agreed-upon levels. The Company will be given a reasonable time within which to make the required corrections, and may indemnify itself by drawing against the bond posted in an amount to be agreed upon between the Company and the Department. If the Company fails to restore water quality to a level satisfactory to the Department, the Department may proceed to take such steps as in its opinion are necessary and may indemnify itself for its expenses up to the amount of \$50,000 without restriction. In the event that corrective measures require some greater amount than \$50,000, the Department may do so upon receiving written authority from the Company, or pursuant to a hearing as provided in Chapter 120 F. S., as amended.

(e) Bonding will last up to twenty years, or until such earlier time as a water management district or other type

of special district is in existence and capable, in the Department's opinion, of assuming responsibility for compliance with the conditions of Federal or State permits issued for construction of South Gulf Cove.

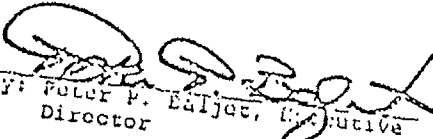
(f) The bonding required by this agreement shall be of a type, and shall comply with the standards, of bonding set for the Company by the Division of Florida Land Sales pursuant to the Florida Land Sales Act, as assurance under the Act, that it will provide for timely construction of improvements according to public offering statements filed with the Division. Should the type of bond required by the Division at the date of this agreement change subsequently, the type of bond to be supplied thereafter under this agreement shall change accordingly.

7. The foregoing provisions shall be carried out pursuant to Chapter 17-4.28, FAC. It is understood that any construction permit issued for units 81 and 87 as provided herein, or other action taken by the Department under this agreement, shall not be construed as a commitment by the Department to issue the overall permit under Chapter 403, F.S., or a Certification under PL 92-500 for which the Company has made preliminary applications as specified in paragraph 1.

Dated: June 12, 1975

Florida Department of Pollution Control

Attest: Mickey D. Dwyer


By: Peter P. Edjoc, Executive Director

General Development Corporation

Attest: [Signature]
Assistant Secretary

By: C. C. Crump, Senior Vice President