



**PERSSON & COHEN, P.A.**  
ATTORNEYS AND COUNSELORS AT LAW

David P. Persson  
Andrew H. Cohen  
Kelly M. Fernandez\*  
Maggie D. Mooney-Portale\*  
R. David Jackson  
Regina A. Kardash\*

\* Board Certified City, County and Local Government Law

Telephone (941) 306-4730  
Facsimile (941) 306-4832  
Email: [djackson@swflgovlaw.com](mailto:djackson@swflgovlaw.com)

Reply to: Lakewood Ranch

MEMORANDUM

TO: Mayor Holic and City Council  
FROM: R. David Jackson, Assistant City Attorney  
THROUGH: David P. Persson, City Attorney  
DATE: December 5, 2017  
RE: Admittance Fees for Venice Municipal Pier

The purpose of this memorandum is to establish whether there are any existing legal impediments to the creation of a fee for use of the Venice Municipal Pier. To that end, I have reviewed the bonds passed to construct and refinance the pier, the City's Sovereignty Submerged Lands Lease and various resolutions and ordinances adopted by the City. In short, it does not appear that there is any legal impediment to the City charging an admittance fee for use of the pier. I think the easiest method to explain the government documents attached to this memorandum is to do so in chronological order.

Resolution No. 909-87, adopted by the City Council of the City of Venice on June 9, 1987, established an admittance fee schedule for the Venice Municipal Pier. The resolution set forth the specific fees and charges associated with pier admission.

BOND

On August 13, 2003, City Council passed and adopted Ordinance No. 2003-20, which ordered a bond referendum to be held on November 4, 2003, to determine whether or not the City should issue recreation capital improvement general obligation bonds in the not-to-exceed amount of Ten Million Dollars to finance all or a portion of the costs of a "Project." The Project was to provide for the enhancement of certain recreational facilities including the replacement of the

Lakewood Ranch  
6853 Energy Court  
Lakewood Ranch, Florida 34240

St. Petersburg  
111 Second Avenue NE, Suite 536  
St. Petersburg, Florida 33701

Venice  
217 Nassau Street S.  
Venice, Florida 34285

municipal fishing pier located at 1600 South Harbor Drive. The approved ballot language for the referendum was as follows:

PROPOSED RECREATION CAPITAL IMPROVEMENT GENERAL OBLIGATION BONDS  
CITY OF VENICE, FLORIDA  
November 4, 2003

**TITLE:** RECREATION CAPITAL IMPROVEMENT GENERAL OBLIGATION BONDS

**SUMMARY:** Shall the City of Venice, Florida, issue bonds in an amount not exceeding \$10,000,000, bearing interest at not exceeding the legal rate, maturing within 25 years from date of issuance, payable from ad valorem taxes levied on all taxable property within the City, to finance beach renourishment, rehabilitate an existing community center, replace a municipal fishing pier and expand and improve a municipal park.

YES, for Bonds

NO, against Bonds

Prior to the election, City Council had a discussion, according to the minutes of the October 14, 2003, meeting, about a “community feeling” that charging pier admission fees while the proposed Recreation Facility Capital Improvements General Obligation Bonds were outstanding would amount to “double taxation.” A motion was made “that customers be exempt from paying the fishing pier admission fee during the life of the Recreation Facility Capital Improvements General Obligation Bonds” and was approved unanimously.

The voters approved the issuance of these bonds during the November 2003 election. Subsequently, on March 9, 2004, the City Council adopted Resolution No. 2004-13 which rescinded Resolution No. 909-87 and repealed all fees and charges for the use of the Venice Municipal Pier for the “life” of the Recreation Facility Capital Improvements General Obligation Bonds.

Finally, on December 10, 2013, the City Council adopted Resolution No. 2013-25, which provided for the City to accept a proposal from TD Bank, N.A., to accept a term loan in the principal amount not-to-exceed \$6,600,000 to refund the City’s outstanding Recreation Facility Capital Improvements General Obligation Bonds. Legally, as confirmed recently by the City’s municipal bond counsel, this action effectively ended the “life” of the 2004 Recreation Facility Capital Improvements General Obligation Bonds as it was referenced in Resolution No. 2004-13.

**SOVEREIGNTY SUBMERGED LANDS LEASE**

The Venice Municipal Pier is located on sovereign submerged lands and is thus subject to a Sovereignty Submerged Lands (SSL) Lease issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The City’s current renewal of its SSL Lease was issued in 2013 and is effective through February 18, 2018. The SSL Lease authorizes the City to

use the leased property to “operate a public fishing pier with a non-water dependent bait and tackle shop to be used exclusively for fishing and passive recreational activities only in conjunction with an upland bait shop and restaurant.”

While there is a condition requiring the City to submit annual certified financial records to the State of Florida Department of Environmental Protection regarding “income and expenses” associated with the use of the lands subject to the SSL Lease, it does not appear that there is any language prohibiting the City from charging pier admission fees to the public.

In addition, there is language in the SSL Lease indicating the City meets the requirements for a “fee waived lease” under Rule 18-21.011(1)(b)7., Florida Administrative Code, because it is a government and any revenues collected from the use of the sovereign submerged lands are used solely for the purposes of operation and maintenance of the structure and the use is consistent with the City’s public purposes and is not an adjunct to a commercial endeavor.

It is also noted that there is a provision in the SSL Lease prohibiting the City from discriminating against any individual on the basis of race, color, religion, sex, national origin, age, handicap or marital status with respect to use of the lands subject to the SSL Lease; however, there is not any language prohibiting a distinction being made between residents of the City of Venice and non-residents.

#### **ADMISSION FEES FOR MUNICIPAL PIER**

Attached to this memorandum are copies of the documents referenced herein. Based on the foregoing and the attached documents, it does not appear that there is any legal impediment to the City once again charging for access to the Venice Municipal Pier. The 2004 Recreation Facility Capital Improvements General Obligation Bonds, which were at issue when the prior fee schedule was repealed, no longer legally exist. Since Resolution No. 909-87, which established the fee schedule, was rescinded, a new resolution setting forth a fee schedule and replacing Resolution 2004-13 would be required should the City Council decide to take this approach.

Further, it does not appear that there would be an issue with the City not charging a fee to a City of Venice resident or charging a higher fee to a non-resident for access to the pier as this would not violate the non-discrimination language in the SSL Lease. While there may be additional administrative burdens in reporting this additional “income” to the State, as is required under the SSL Lease, and measures taken to use any revenues collected appropriately in order to protect the City’s “fee waived” status under the SSL Lease, there is nothing prohibiting the City from charging a fee for admission to the pier under the SSL Lease.

RESOLUTION NO. 909-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA  
ESTABLISHING AN ADMITTANCE FEE SCHEDULE FOR THE VENICE MUNICIPAL  
PIER.

WHEREAS, an agreement made and entered into on January 15,  
1986, by and between the Pier Group, Inc. of Venice, Florida and  
the City of Venice, Florida stipulates that the City of Venice  
shall establish the charges for fishing pier admission, and

WHEREAS, the City Council did, on January 28, 1986, set  
forth the required fees for admission to the Venice Municipal  
Pier, and

WHEREAS, on May 26, 1987, due to the inaccessibility of  
wheel chairs to most public fishing facilities, City Council  
determined to provide free access to the Municipal Pier.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, CITY OF  
VENICE, FLORIDA, as follows:

SECTION 1. The following schedule of fees and charges for  
use of the Venice Municipal Pier are hereby established:

A. Fees and Charges for 24-hour pier admission:

Adults	\$ 1.00
17 years and under	.50

B. Fees and Charges for Annual Pass:

Adults (unlimited access)	\$100.00
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C. Fees and Charges for Handicapped:

Handicapped persons requiring the use of a  
wheelchair shall be admitted free.


SECTION 2. The above charges and/or fees shall be nonrefun-  
dable.

SECTION 3. This Resolution shall take effect upon approval  
and adoption.

ADOPTED at a meeting of the City Council of the City of Venice on  
this 9th day of June, 1987.

I, BERNARD N. SIMANSKEY, City Clerk of the City of Venice,  
Florida, a municipal corporation in Sarasota County,, Florida, do  
hereby certify that the foregoing is a full and complete, true  
and correct copy OF A Resolution duly adopted by the City Council  
of said City at a meeting thereof duly convened and held on the  
9th day of June, 1987, a quorum being present.

WITNESS my hand and the official seal of said City this 10th day  
of June, 1987.

  
B. N. Simanskey, CMC  
City Clerk

(S E A L)

ORDINANCE NO. 2003-20

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA;  
CALLING FOR AND AUTHORIZING A BOND REFERENDUM  
OF THE QUALIFIED ELECTORS OF THE CITY OF VENICE,  
SARASOTA COUNTY, FLORIDA TO BE HELD ON NOVEMBER  
4, 2003, AS TO WHETHER GENERAL OBLIGATION BONDS  
NOT TO EXCEED \$10,000,000 SHALL BE ISSUED TO FINANCE  
CAPITAL IMPROVEMENTS TO RECREATIONAL  
FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Part II of Chapter 166, Florida Statutes, the City of Venice, Florida ("City") has the authority to issue bonds secured by the pledge, in addition to those special taxes levied for their discharge and such other sources as may be provided for their payment or pledged as security under the ordinance authorizing their issuance, of the full faith and credit and taxing power of the City, and for payment of which recourse may be had against the general fund of the City, as provided in the State Constitution; and

WHEREAS, pursuant to Article VII Section 12(a), Florida Constitution, the City is authorized to issue bonds payable from ad valorem taxation and maturing more than twelve months after issuance to finance and refinance capital projects authorized by law when approved by vote of the electors; and

WHEREAS, the City Council of the City of Venice, Sarasota County, Florida, the governing body of the City (herein, the "Council") has determined that the public health, safety and welfare would be improved and a valid public purpose served by enhancing recreational facilities (herein described as the Project) available to residents of, and visitors to, the City; and

WHEREAS, the Council finds it to be in the best interest of the City to issue its recreation capital improvement general obligation bonds in the aggregate principal amount of not exceeding \$10,000,000 to finance all or a portion of the costs of the Project, including all costs incidental thereto and to pay the costs of issuing the Bonds, if approved by the electors of the City; and

WHEREAS, funds are not currently available for the Project, as hereinabove described, and it will therefore be necessary to borrow money and in evidence thereof issue bonds of the City, and before bonds can be issued the question of issuing said bonds must be submitted to the electors of the City and approved by a majority of the electors voting on said question at an election called for that purpose;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VENICE, FLORIDA:

SECTION 1. That it is hereby determined to be in the public interest of the City of Venice, Sarasota County, Florida to finance the Project in and for said City, as hereinabove described in the preambles of this Ordinance, and for that purpose it will be necessary that this City borrow money and in evidence thereof issue the Bonds of said City.

SECTION 2. That a bond referendum is hereby ordered to be held in the City on the 4<sup>th</sup> day of November, 2003, to determine whether or not there shall be issued the Bonds of the City in the aggregate principal amount of not exceeding \$10,000,000 for the purpose of financing all or a portion of

the costs of the Project in and for said City and that to evidence said loan negotiable bonds of said City be issued, and that said Bonds be designated "\$10,000,000 City of Venice, Florida Recreation Capital Improvement General Obligation Bonds, Series 2004" (the "Bonds"). The Bonds shall be maturing at such time or times not exceeding twenty-five (25) years from the date or dates of issuance of said Bonds, bearing interest at a rate or rates not exceeding the legal maximum rate of interest and payable at such times and in such manner, all as shall be determined by subsequent proceedings of the Council. The Bonds shall be issued for the purpose of financing all or a portion of the costs of the Project, including all costs incidental thereto and to pay the costs of issuing the Bonds (herein collectively, the "Project Costs"), and shall be payable from ad valorem taxes levied and collected in the City (without limitation as to rate or amount) on all taxable property in the City sufficient to pay principal of and interest on such Bonds as the same become due and payable.

**SECTION 3.** That the financing of the Project is for valid public purposes and therefore, accordingly, subject to approval of the issuance of the Bonds by the qualified electors of the City, the financing of the costs of the Project shall be payable from the proceeds of the Bonds and such payment is hereby authorized and approved.

**SECTION 4.** That the Bonds may be issued all at one time or in part from time to time as the Council may in its discretion hereafter determine by subsequent proceedings.

**SECTION 5.** That the question of issuing said Bonds of said City, as described in section 2 hereof, be submitted to the voters of said City at the election to be held on November 4, 2003. Such election shall be conducted by the Supervisor of Elections for Sarasota, County, Florida in accordance with the requirements of Chapter 100, Florida Statutes.

**SECTION 6.** That the Bonds shall not be issued to finance the Project or its Costs unless such Bonds shall be approved at the bond referendum by a majority of the qualified electors of the City and voting in such election all in the manner provided in the Constitution and the statutes of the State of Florida.

**SECTION 7.** That the Project serves a single public purpose, namely, the capital improvements to recreational facilities for residents of, and visitors to, the City. The recreational facilities for which the bond proceeds will be used include initially, beach renourishment, rehabilitating the existing community center located at 326 South Nokomis Avenue, replacement of the municipal fishing pier located at 1600 South Harbor Drive, and acquiring real property and improvements thereto to expand Brohard Park.

**SECTION 8.** That the City Clerk be and is hereby ordered and directed to prepare and give notice of the bond referendum by causing appropriate notice to be published in the manner prescribed in Section 100.342, Florida Statutes (2002), the Charter and other applicable provisions of local law at least twice in a newspaper of general circulation within the City, provided the first publication shall take place in the fifth week prior to the week in which the referendum is to be held, and the second publication shall take place in the third week prior to the week in which the referendum is to be held. The first publication shall be at least thirty (30) days prior to November 4, 2003. The City Clerk shall secure from the publisher of said newspaper an appropriate affidavit of proof that said notice has been duly published as herein set forth and said affidavit shall be made a part of the record of the Council. Said notices as published and posted shall be in substantially the form of Exhibit "A" attached hereto, and the question to be submitted to the electors of the City through such notice shall be as follows:

#### **RECREATION FACILITY CAPITAL IMPROVEMENTS GENERAL OBLIGATION BONDS**

Shall the City of Venice, Florida issue bonds in an amount not exceeding \$10,000,000, bearing interest at not exceeding the legal rate, maturing within 25 years from date of issuance, payable from ad valorem taxes levied on all taxable property within the City, to finance beach renourishment, rehabilitate an existing community center, replace a municipal fishing pier, and expand and improve a municipal park.

\_\_\_\_\_ For Bonds

\_\_\_\_\_ Against Bonds

**SECTION 9.** That the vote at said bond referendum shall be by electromechanical voting device, or such other device, as approved by the Florida Department of State pursuant to the Florida Election Code, comprising Chapter 101 of Florida Statutes (herein, the "Device"), and in each polling place there shall be at least one such Device. It shall be the responsibility of the Supervisor of Elections for the County to have prepared and furnished to the inspectors said Devices in such numbers as shall be required to carry out the intent of this Ordinance, and to have prepared and approved by the proper authorities for use in said Devices such ballots as shall be necessary to conduct the referendum of the qualified electors of the City relative to the questions of whether the issuance of Bonds shall be approved to finance the costs of the Project. Ballots in the same general form as shown in Exhibit "B" shall be available for absentee voting.

**SECTION 10.** That the returns of the referendum shall be canvassed in the manner provided by law, and said returns shall be certified to the Council, which shall declare the results thereof. Upon canvassing the returns of the referendum, the results of such referendum shall be recorded in the minutes of the Council in the manner prescribed by law.

**SECTION 11.** That said bond referendum shall in all other respects be held and conducted in the manner provided in and by the laws of the State of Florida and the Charter.

**SECTION 12.** That in the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holdings shall not affect any other word, clause, phrase, sentence or paragraph hereof.

**SECTION 13.** That all actions taken by the City in connection with the referendum to be held on November 4, 2003, prior to the date of adoption, of this Ordinance is hereby ratified and confirmed.

**SECTION 14.** That this Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Venice, Sarasota County, Florida  
this 12th day of August, 2003.

CITY OF VENICE, FLORIDA

By: Dean Calamaras  
Dean Calamaras, Mayor

ATTEST:

By: Lori Stelzer  
Lori Stelzer, CMC, City Clerk

I, Lori Stelzer, CMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the City of Venice Council, a meeting thereof duly convened and held on the 12<sup>th</sup> day of August, 2003, a quorum being present.

WITNESS my hand and the official seal of said City this 13<sup>th</sup> day of August, 2003.

Lori Stelzer  
Lori Stelzer, CMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Robert Anderson  
Robert Anderson, City Attorney



**EXHIBIT "A"**

**NOTICE OF BOND REFERENDUM FOR CITY OF VENICE,  
SARASOTA COUNTY, FLORIDA RECREATION CAPITAL IMPROVEMENT GENERAL  
OBLIGATION BONDS**

November 4, 2003

To be held on Tuesday, November 4, 2003, as provided by Ordinance No. 2003-20 of the City Council of the City of Venice, Sarasota County, Florida, adopted on August 12, 2003.

Notice is hereby given that a bond referendum will be held as part of the election held on November 4, 2003. The bond referendum will be held to determine whether there shall be issued Recreation Capital Improvement General Obligation Bonds of the City of Venice, Sarasota County, Florida in an amount not exceeding \$10,000,000, maturing within twenty-five years from the date of issuance, bearing interest at a rate not exceeding the maximum rate permitted by law at the time of sale of the bonds, and pledging the full faith, credit, and ad valorem taxing power of the City to finance the cost of recreation facility capital improvements, specifically, beach renourishment, rehabilitating the existing community center located at 326 South Nokomis Avenue, replacement of the municipal fishing pier located at 1600 South Harbor Drive, and acquiring real property and improvements thereto to expand Brohard Park.

All qualified electors residing in the City of Venice, Sarasota County, Florida shall be entitled to vote in the bond referendum.

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**CITY CLERK  
CITY OF VENICE, FLORIDA**

## EXHIBIT "B"

(a) The ballot to be used in the November 4, 2003 election shall be produced on the iVotronic Touchscreen voting system. The ballot shall be in substantially the following form:

**OFFICIAL BALLOT**

PROPOSED RECREATION CAPITAL IMPROVEMENT GENERAL OBLIGATION BONDS  
CITY OF VENICE, FLORIDA  
November 4, 2003

**TITLE:** RECREATION CAPITAL IMPROVEMENT GENERAL OBLIGATION BONDS

**SUMMARY:** Shall the City of Venice, Florida issue bonds in an amount not exceeding \$10,000,000, bearing interest at not exceeding the legal rate, maturing within 25 years from date of issuance, payable from ad valorem taxes levied on all taxable property within the City, to finance beach renourishment, rehabilitate an existing community center, replace a municipal fishing pier, and expand and improve a municipal park.

YES, for Bonds  
NO, against Bonds

(b) The form of the ballot to be used in the election for absentee voters shall be in substantially the form provided in subsection (a) above.

(c) Voting Instructions:

**AT THE POLLS:** The Supervisor of Elections will provide voting instructions at each polling place.

**ABSENTEE VOTERS:** Completely fill in the oval by the selection of your choice if using a mail absentee ballot, or you may vote in-office absentee on the touch screen at the Supervisor of Elections office beginning as soon after book closing as feasible.

In response to Mr. Myers, Mr. Tacy suggested a committee of five appointed by the Mayor subject to Council approval.

**XV. COUNCIL ACTION: EXEMPTING CITY OF VENICE RESIDENTS FROM PAYING PIER USER FEE WHILE GENERAL OBLIGATION RECREATION BONDS ARE OUTSTANDING**

(3:04) Mr. Tacy noted he perceives the community feeling regarding pier user fees is “double taxation” and offered his thoughts on the issue.

Council members exchanged views relative to pier revenue sources and the impact of implementing Mr. Tacy’s suggestion would have on the pier fund for maintenance and to the Sharky’s lease, if any.

(3:10) Mr. Tacy moved that customers be exempt from paying the fishing pier admission fee during the life of the Recreation Facility Capital Improvements General Obligation Bonds. Seconded by Mr. Farley. MOTION CARRIED ON VOICE VOTE UNANIMOUSLY.

**XVI. COUNCIL ACTION: VENICE HOUSING AUTHORITY’S (VHA) REQUEST TO REMOVE A COMMISSIONER FROM THE BOARD**

(3:12) Mr. Tacy briefed Council on action taken by the VHA board relative to the removal of Joseph Venuti, Sr. and steps taken, upon the Mayor’s request, to meet with the City Manager and City Attorney to review the possibility of the city offering immediate assistance to the VHA.

Mr. Hunt distributed and briefly explained a draft proposal addressing the 18 violations outlined by Housing and Urban Development (HUD) in the September 19<sup>th</sup> report for the city’s immediate assistance to offer management services for 90 days at a rate of \$4,061.82/biweekly, and explained four other alternatives outlined in his memorandum.

Mr. Hunt addressed Council members’ questions relative to length of the assignment and hiring a consultant with expertise in HUD regulations.

(3:19) Mr. Farley moved to assign Mr. Hunt or his designee the responsibility of management of the Venice Housing Authority (VHA) for a period of 90 days and report back to Council with a recommendation for an experienced individual to do the job, pending VHA’s approval. Seconded by Mr. Tacy.

(3:20) Mr. Anderson pointed out the extent of the assistance the City of Venice may be able to offer, given that VHA is a separate entity, and steps to follow, should the offer be accepted.

Mayor Calamaras restated the motion, to present Mr. Hunt’s proposal, as outlined, relative to management of the VHA, to the VHA Board for consideration. MOTION CARRIED ON VOICE VOTE UNANIMOUSLY.

March 9, 2004

Ms. Stelzer read the ordinance by title only.

(3:55) Mr. Tacy **moved** that Ordinance No. 2004-17 be approved on first reading. **Seconded** by Mr. Myers.

Mr. Simmonds noted his concerns relative to this ordinance with Mr. Tacy pointing out that Bon Secours-Venice Hospital and the feasibility that it be granted a wholesale rate are a separate issue. Mr. Hammett concurred with Mr. Simmonds.

ROLL CALL: MR. HAMMETT, YES; MR. MOORE, YES; MS. TAYLOR, YES; MR. TACY, YES; MR. SIMMONDS, YES; MR. MYERS, YES; MAYOR CALAMARAS, YES. MOTION CARRIED.

**X. RESOLUTION NO. 2004-12, AUTHORIZING JOINT PARTICIPATION AGREEMENT 2004-A FOR MULTIPLE IMPROVEMENT PROJECTS AT THE AIRPORT – APPROVED AND ADOPTED**

Ms. Stelzer read the Resolution by title only.

Mr. Moore **moved** that Resolution No. 2004-12 be approved and adopted. **Seconded** by Mr. Hammett.

Mr. Hernandez noted proposed improvement projects deal mainly with the on-going security and gate project.

Ms. Taylor left the meeting at 4:02 p.m.

ROLL CALL: MR. MOORE, YES; MR. TACY, YES; MR. MYERS, YES; MR. SIMMONDS, YES; MR. HAMMETT, YES; MAYOR CALAMARAS, YES. MS. MOTION CARRIED, WITH MS. TAYLOR ABSENT.

**XI. RESOLUTION NO. 2004-13, REPEALING THE ADMITTANCE FEES AND CHARGES FOR THE VENICE MUNICIPAL PIER; RESCINDING RESOLUTION NO. 909-87 – APPROVED AND ADOPTED**

(4:02) The City Clerk read the Resolution by title only.

Mr. Hammett **moved** that Resolution No. 2004-13 be approved and adopted. **Seconded** by Mr. Tacy.

Mr. Anderson addressed Mr. Hammett's inquiry relative to admission fees included in Sharky's lease.

ROLL CALL: MR. HAMMETT, YES; MR. TACY, YES; MR. MYERS, YES; MR. SIMMONDS, YES; MR. MOORE, YES; MAYOR CALAMARAS, YES. MOTION CARRIED, WITH MS. TAYLOR ABSENT.

**RESOLUTION NO. 2004-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, REPEALING THE ADMITTANCE FEES AND CHARGES FOR THE VENICE MUNICIPAL PIER; RESCINDING RESOLUTION NO. 909-87 AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the city council of the City of Venice passed Ordinance No. 2003-20 calling for and authorizing a bond referendum of the qualified electors of the City of Venice to be held on November 4, 2003 for the issuance of Recreation Facility Capital Improvements General Obligation Bonds to fund in part the replacement of the municipal fishing pier located at 1600 South Harbor Drive; and

**WHEREAS**, the issuance of these bonds was approved by a majority of the voters of the city at said election; and

**WHEREAS**, the taxpayers of the City of Venice will be required to repay these bonds via ad valorem taxation; and

**WHEREAS**, during the informational campaign for the bond issue the community expressed their feeling regarding pier user fees as a form of "double taxation"; and

**WHEREAS**, the Venice City Council, at their regular meeting held on October 14, 2003, unanimously approved a motion to repeal the admission fee for the Venice Municipal Pier during the life of the Recreation Facility Capital Improvements General Obligation Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, as follows:**

**SECTION 1.** Resolution No. 909-87 establishing an admittance fee schedule for the Venice Municipal Pier is hereby rescinded in its entirety.

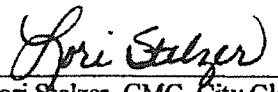
**SECTION 2.** All fees and charges for use of the Venice Municipal Pier, including those for 24-hour pier admission and annual pass will be hereby repealed for the "life" of the Recreation Facility Capital Improvements General Obligation Bonds.

**SECTION 3.** This Resolution shall take effect immediately.

**APPROVED AND ADOPTED AT A REGULAR MEETING OF THE VENICE CITY COUNCIL HELD ON THE 9TH DAY OF MARCH, 2004.**

  
Dean Calamaras, Mayor

ATTEST

  
\_\_\_\_\_  
Lori Stelzer, CMC, City Clerk

I, Lori Stelzer, CMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of a Resolution duly adopted by Venice City Council at a meeting thereof duly convened and held on the 9th day of March, 2004, a quorum being present.

WITNESS my hand and the official seal of the said city this 10th day of March, 2004.

  
\_\_\_\_\_  
Lori Stelzer, CMC, City Clerk

(SEAL)

RESOLUTION NO. 2013-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, ACCEPTING A PROPOSAL OF TD BANK, N.A. TO PROVIDE THE CITY WITH A TERM LOAN IN ORDER TO REFUND ALL OF THE CITY'S OUTSTANDING RECREATION CAPITAL IMPROVEMENT GENERAL OBLIGATION BONDS, SERIES 2004 WHICH WERE ISSUED TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF VARIOUS RECREATIONAL FACILITIES; APPROVING THE FORM OF A LOAN AGREEMENT; APPROVING THE FORM OF AN ESCROW DEPOSIT AGREEMENT; AUTHORIZING THE ISSUANCE OF A CITY OF VENICE, FLORIDA RECREATION CAPITAL IMPROVEMENT GENERAL OBLIGATION REFUNDING BOND, SERIES 2014 PURSUANT TO SUCH LOAN AGREEMENT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,600,000 IN ORDER TO EVIDENCE SUCH LOAN; AUTHORIZING THE REPAYMENT OF SUCH BOND FROM AD VALOREM TAXATION WITHOUT LIMIT ON ALL TAXABLE PROPERTY IN THE CITY; DELEGATING CERTAIN AUTHORITY TO THE MAYOR, CITY MANAGER AND OTHER OFFICERS OF THE CITY FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF THE LOAN AGREEMENT, THE ESCROW DEPOSIT AGREEMENT, THE BOND AND VARIOUS OTHER DOCUMENTS WITH RESPECT THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.**

This Resolution is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the City of Venice, Florida, the Referendum Ordinance (as defined herein) and other applicable provisions of law.

**SECTION 2. DEFINITIONS.**

When used in this Resolution, capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement (as defined herein), unless the context clearly indicates a different meaning.

"Act" shall mean the State of Florida Constitution, Chapter 166, Florida Statutes, the Charter of the City, the Referendum Ordinance and other applicable provisions of law.

"Bondholder" shall mean TD Bank, N.A. and its successors and assigns.

"City" shall mean the City of Venice, Florida, a municipal corporation duly organized and validly existing under the laws of the State of Florida.

"City Manager" shall mean the City Manager of the City and such other person as may be duly authorized to act on his or her behalf.

"Clerk" shall mean the City Clerk of the City, or her or his duly authorized designee.

"Council" shall mean the City Council of the City of Venice, Florida.

"Escrow Deposit Agreement" shall mean that certain Escrow Deposit Agreement to be executed between the City and The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, relating to the refunding and defeasance of the Refunded Bonds, which shall be substantially in the form attached hereto as Exhibit C.

"Finance Director" shall mean the Finance Director of the City and such other person as may be duly authorized to act on his or her behalf.

"Financial Advisor" shall mean the City's financial advisor, Larson Consulting Services, LLC.

"Loan Agreement" shall mean the Loan Agreement to be executed between the Bondholder and the City, which shall be substantially in the form attached hereto as Exhibit B.

"Mayor" shall mean the Mayor of the City and in his or her absence or unavailability, the Vice-Mayor of the City and such other person as may be duly authorized to act on his or her behalf.

"Project" shall mean the acquisition, construction and equipping of various recreational capital improvements within the City as more particularly described in the Referendum Ordinance and the plans and specifications on file with the City, which improvements were financed with proceeds of the Refunded Bonds.

"Referendum Ordinance" shall mean Ordinance No. 2003-20 adopted by the Council on August 12, 2003.

"Refunded Bonds" shall mean the City's outstanding Recreation Capital Improvement General Obligation Bonds, Series 2004 issued under the authority of the Referendum Ordinance and pursuant to the Refunded Bonds Ordinance, to finance costs of the Project.

"Refunded Bonds Ordinance" shall mean Ordinance No. 2004-06 adopted by the Council on January 13, 2004.

"Series 2014 Bond" shall mean the City of Venice, Florida Recreation Capital Improvement General Obligation Refunding Bond, Series 2014, as such Series 2014 Bond is more particularly described in the Loan Agreement.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Resolution.

Words importing the singular number include the plural number, and vice versa.



### **SECTION 3. RESOLUTION TO CONSTITUTE CONTRACT.**

In consideration of the purchase and acceptance of the Series 2014 Bond by the Bondholder, the provisions of this Resolution shall be a part of the contract of the City with the Bondholder, and shall be deemed to be and shall constitute a contract between the City and the Bondholder. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the benefit, protection and security of the Bondholder.

### **SECTION 4. FINDINGS.**

It is hereby ascertained, determined and declared that:

(A) Pursuant to the Referendum Ordinance, the Council ordered the holding of a bond referendum election to determine if the qualified electors of the City would approve the issuance of not exceeding \$10,000,000 in aggregate principal amount of general obligation bonds payable from ad valorem taxes levied without limit against all taxable property within the City for the principal purpose of financing costs of the Project.

(B) On November 4, 2003, a bond referendum election was held and the issuance of not exceeding \$10,000,000 in aggregate principal amount of general obligation bonds payable from ad valorem taxes levied without limit against all taxable property within the City for the principal purpose of financing costs of the Project was approved by a majority of the qualified electors of the City voting in said referendum election.

(C) On February 12, 2004, the City issued the Refunded Bonds to finance costs of the Project.

(D) The City has determined that it is in its best interest to refund the Refunded Bonds in order to achieve debt service savings.

(E) Pursuant to a competitive solicitation process, the City's Financial Advisor solicited proposals from financial institutions to provide a term loan to currently refund the Refunded Bonds.

(F) The Bondholder submitted its proposal to provide the City with a term loan in the amount of not to exceed \$6,600,000 aggregate principal amount to currently refund the Refunded Bonds, which proposal was the most favorable proposal received by the City and is attached hereto as Exhibit A.

(G) The Series 2014 Bond shall be a general obligation of the City, legally secured by and payable from ad valorem taxes levied without limit against all taxable property within the City.

(H) A portion of the proceeds of the Series 2014 Bond shall be deposited pursuant to the Escrow Deposit Agreement in amounts which, together with certain other legally available

moneys of the City, will be sufficient to fully defease and redeem the Refunded Bonds in accordance with the terms of the Refunded Bonds Ordinance.

(I) The Council hereby determines that the refunding of the Refunded Bonds shall only occur if such refunding will result in a lower net average interest cost rate for the Series 2014 Bond as compared to the Refunded Bonds and shall not exceed any debt limitation prescribed by law.

(J) It is not reasonably anticipated that more than \$10,000,000 of tax-exempt obligations as defined under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), will be issued by the City during calendar year 2014.

(K) Due to the potential volatility of the market for tax-exempt obligations such as the Series 2014 Bond, the complexity of the transactions relating to such Series 2014 Bond and the proposed private placement of the Series 2014 Bond to the Bondholder following a competitive solicitation process, it is in the best interest of the City to issue the Series 2014 Bond by a negotiated sale to the Bondholder, permitting the City to obtain the best possible price, terms and interest rate for the Series 2014 Bond.

#### **SECTION 5. AUTHORIZATION OF THE REFUNDING; CONDITIONAL NOTICE OF REDEMPTION.**

(A) The refunding of the Refunded Bonds through the issuance of the Series 2014 Bond and the use of other legally available moneys of the City is hereby authorized and approved pursuant to the terms of the hereinafter described Escrow Deposit Agreement. The maximum aggregate principal amount of the Series 2014 Bond authorized to be issued hereunder is \$6,600,000; provided, however, the actual aggregate principal amount of the Series 2014 Bond that may be issued in accordance with the provisions of this Resolution shall not exceed the limitations imposed by Section 132.35, Florida Statutes. The Refunded Bonds will be refunded from proceeds of the Series 2014 Bond and certain other legally available moneys of the City. The Series 2014 Bond will not be issued unless it bears a lower net average interest cost rate than the Refunded Bonds.

(B) The paying agent for the Refunded Bonds is hereby authorized and directed to issue a notice of redemption in accordance with the provisions of the Refunded Bonds Ordinance that is expressly conditioned on the successful issuance of the Series 2014 Bond on or before the redemption date for the Refunded Bonds. The City Manager is hereby authorized and directed to coordinate, with the assistance of the Financial Advisor and Bond Counsel, to determine the redemption date for the Refunded Bonds and to coordinate with the paying agent for the Refunded Bonds the issuance of the conditional notice of redemption referred to in the immediately preceding sentence.

#### **SECTION 6. ACCEPTANCE OF PROPOSAL.**

The City hereby accepts the proposal of the Bondholder, attached as Exhibit A, to provide the City with a term loan to currently refund the Refunded Bonds. The Mayor, the City Manager

and the Finance Director are each hereby authorized to execute and deliver any documents required to formally accept such proposal and the terms thereof. All actions taken by such officers or their designees and the Financial Advisor with respect to such proposal prior to the date hereof, including but not limited to executing an interest rate lock agreement, are hereby authorized and ratified. To the extent of any conflict between the provisions of this Resolution or the Loan Agreement and the proposal, the provisions of this Resolution and the Loan Agreement shall prevail.

#### **SECTION 7. FINANCIAL PLAN.**

The financial plan described by Section 132.36(1)(d), Florida Statutes, was prepared by the Financial Advisor to the City based upon the information provided herein and current market conditions and is attached hereto as Exhibit D. Such financial plan demonstrates, among other things, that the Series 2014 Bond bears a lower net average interest cost rate than the Refunded Bonds.

#### **SECTION 8. APPROVAL OF FORM OF LOAN AGREEMENT AND SERIES 2014 BOND.**

The City hereby approves a term loan from the Bondholder in the principal amount of not to exceed \$6,600,000 and such aggregate principal amount does not exceed the limitations imposed by Section 132.35, Florida Statutes. The City Manager and the Finance Director are hereby authorized to determine, upon the advice of the Financial Advisor, the actual principal amount of the Series 2014 Bond provided such principal amount shall not exceed \$6,600,000 and all legally required debt limitations. The terms and provisions of the Loan Agreement in substantially the form attached hereto as Exhibit B are hereby approved by the City, with such changes, insertions and additions as the Mayor may approve. The City hereby authorizes the Mayor to execute and deliver, and the Clerk to attest and affix the City seal to, the Loan Agreement substantially in the form attached hereto as Exhibit B, with such changes, insertions and additions as the City Attorney and Bond Counsel to the City may approve, the Mayor's execution thereof being evidence of such approval. In order to evidence the loan under the Loan Agreement, it is necessary to provide for the execution and delivery of the Series 2014 Bond. The Mayor and the Clerk are authorized to execute and deliver the Series 2014 Bond substantially in the form attached to the Loan Agreement as Exhibit A with such changes, insertion and additions as the City Attorney and Bond Counsel to the City may approve, the Mayor's execution thereof being evidence of such approval.

Notwithstanding the foregoing, the Loan Agreement shall not be executed by the City nor shall the Series 2014 Bond be issued unless the following conditions are satisfied:

(A) The aggregate principal amount of the Series 2014 Bond shall not exceed the amount sufficient to pay (i) the principal amount of the Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on the Refunded Bonds to the date of their redemption or maturity, whichever is earlier, (iii) the redemption premiums, if any, on the Refunded Bonds,

and (iv) the costs and expenses for issuing the Series 2014 Bond and refunding the Refunded Bonds.

(B) The issuance of the Series 2014 Bond shall not exceed any debt limitation prescribed by law and such Series 2014 Bond, when issued, will be within the limits of all constitutional or statutory debt limitations.

(C) Receipt of a final financial plan prepared by the Financial Advisor complying with said Section 132.36(1)(d), Florida Statutes.

(D) Receipt of a certification of debt service savings as provided in Section 132.39, Florida Statutes, executed by the City Manager or his designee.

(E) The Series 2014 Bond shall bear a lower net average interest cost rate than the Refunded Bonds.

#### **SECTION 9. APPROVAL OF FORM OF ESCROW DEPOSIT AGREEMENT.**

The City hereby authorizes the Mayor to execute and the Clerk to attest the Escrow Deposit Agreement and to deliver the Escrow Deposit Agreement to The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, which is hereby appointed as escrow agent thereunder (the "Escrow Agent"). All of the provisions of the Escrow Deposit Agreement when executed and delivered by the City as authorized herein and when duly authorized, executed and delivered by the Escrow Agent, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein, and the Escrow Deposit Agreement shall be in substantially the form attached hereto as Exhibit C, with such changes, amendments, modifications, omissions and additions, including the date of such Escrow Deposit Agreement, as may be approved by the City Attorney and Bond Counsel to the City. Execution by the Mayor of the Escrow Deposit Agreement shall be deemed to be conclusive evidence of the approval of such changes.

#### **SECTION 10. DESIGNATION OF THE SERIES 2014 BOND AS A QUALIFIED TAX-EXEMPT OBLIGATION.**

The City hereby designates the Series 2014 Bond as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. This designation is based upon the findings of the City set forth in Section 4(J) hereof and the City Manager is authorized to certify such finding upon the issuance of the Series 2014 Bond.

#### **SECTION 11. GENERAL OBLIGATION.**

The obligation of the City to repay the Series 2014 Bond is a general obligation payable from ad valorem taxes levied without limit on all taxable property in the City, in the manner set forth in

the Loan Agreement, and the full faith, credit and taxing power of the City are hereby pledged for the full and prompt payment of the principal of and interest on the Series 2014 Bond.

**SECTION 12. GENERAL AUTHORIZATION.**

The Mayor, the City Manager, the Finance Director and the Clerk are authorized to execute and deliver such documents, instruments and contracts, whether or not expressly contemplated hereby, and the City Attorney and other employees or agents of the City are hereby authorized and directed to do all acts and things required hereby or thereby as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution.

**SECTION 13. SEVERABILITY OF INVALID PROVISIONS.**

If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Series 2014 Bond authorized to be issued hereunder.

**SECTION 14. REPEAL OF INCONSISTENT DOCUMENTS.**

All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

**SECTION 15. EFFECTIVE DATE.**

This Resolution shall take effect immediately upon its adoption.

**ADOPTED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 10TH DAY OF DECEMBER, 2013.**

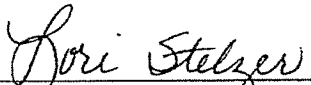
(SEAL)

CITY OF VENICE, FLORIDA

By: 

John W. Holic, Mayor

ATTEST:

  
Lori Stelzer, MMC, City Clerk

Prepared by: City of Venice  
401 W. Venice Avenue  
Venice, Florida 34285  
Return to: Same-Attn City Clerk

331.G

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2014012266 22 PGS  
2014 FEB 03 10:13 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
CEAGLETO Receipt#1706991

This Instrument Prepared By:  
Pattie J. Scott  
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 FEE WAIVED LEASE RENEWAL

BOT FILE NO.: 580226443  
PA NO.: \_\_\_\_\_

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 the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Venice, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 24,  
Township 39 South, Range 18 East, in Gulf of Mexico,  
Sarasota County, containing 14,216 square feet, more or less,  
as is more particularly described and shown on Attachment A,  
dated January 17, 2003.

TO HAVE THE USE OF the hereinabove described premises from February 18, 2013, the effective date of this renewal lease, through February 18, 2018, the expiration date of this renewal lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a public fishing pier with a non-water dependent bait and tackle shop to be used exclusively for fishing and passive recreational activities only in conjunction with an upland bait shop and restaurant, 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 without liveaboards as defined in paragraph 25 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Bureau of Beaches and Wetland Permit No. ST-1456, dated September 18, 2002, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. 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 State of Florida Department of Environmental Protection Bureau of Beaches and Wetland Permit. 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 **B** 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. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, 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.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) 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 term of this lease and any renewals 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.

6. PROPERTY RIGHTS: 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.

7. 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 **B** 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 and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment 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.

8. ASSIGNMENT OF LEASE: 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 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.

9. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

10. NOTICES/COMPLIANCE/TERMINATION: 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:

City of Venice, Florida  
401 West Venice Avenue  
Venice, Florida 34285

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.

11. TAXES AND ASSESSMENTS: 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.

12. NUISANCES OR ILLEGAL OPERATIONS: 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.



13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: 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.

14. NON-DISCRIMINATION: 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. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

15. ENFORCEMENT OF PROVISIONS: 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.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: 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 B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: 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 10 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.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 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 B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: 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.

21. AMENDMENTS/MODIFICATIONS: 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 facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: 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 agreement.

23. USACE AUTHORIZATION: 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.

24. COMPLIANCE WITH FLORIDA LAWS: 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.

25. LIVEABOARDS: 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.

26. GAMBLING VESSELS: 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.

331.G

WITNESSES:

Kathy C Griffin  
Original Signature

Kathy C Griffin  
Print/Type Name of Witness

Michelle Brady  
Original Signature

Michelle Brady  
Print/Type Name of Witness

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

(SEAL)

BY: Cheryl C McCall  
Cheryl C. McCall, 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

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January, 2014, by  
Cheryl C. McCall, 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. She is personally known to me.

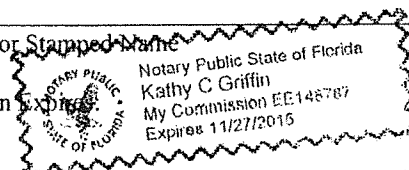
APPROVED SUBJECT TO PROPER EXECUTION:

J. L. H. 12/13/13  
DEP Attorney Date

Kathy C Griffin  
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires



Commission/Serial No.

WITNESSES:

City of Venice, Florida

(SEAL)

Lydia Magnotti  
Original Signature

LYDIA MAGNOTTI  
Typed/Printed Name of Witness

Susan E. Schelt  
Original Signature

Susan E. Schelt  
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2013, by John Holic as Mayor, for and on behalf of City of Venice, Florida. He is personally known to me ~~or who has produced~~ as identification.

My Commission Expires:

July 05, 2016

Commission/Serial No. EE214561

BY: John W. Holic  
Original Signature of Executing Authority

John Holic  
Typed/Printed Name of Executing Authority

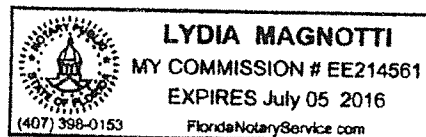
Mayor  
Title of Executing Authority

"LESSEE"

Lydia Magnotti  
Signature of Notary Public

Notary Public, State of Florida

LYDIA MAGNOTTI  
Printed, Typed or Stamped Name



Harbor Dr S

Venice Municipal Airport

Brohard Beach

Venice  
Fishing  
Pier

Venice  
Fishing Pier

Lane Venice Golf Club

M e x i c o

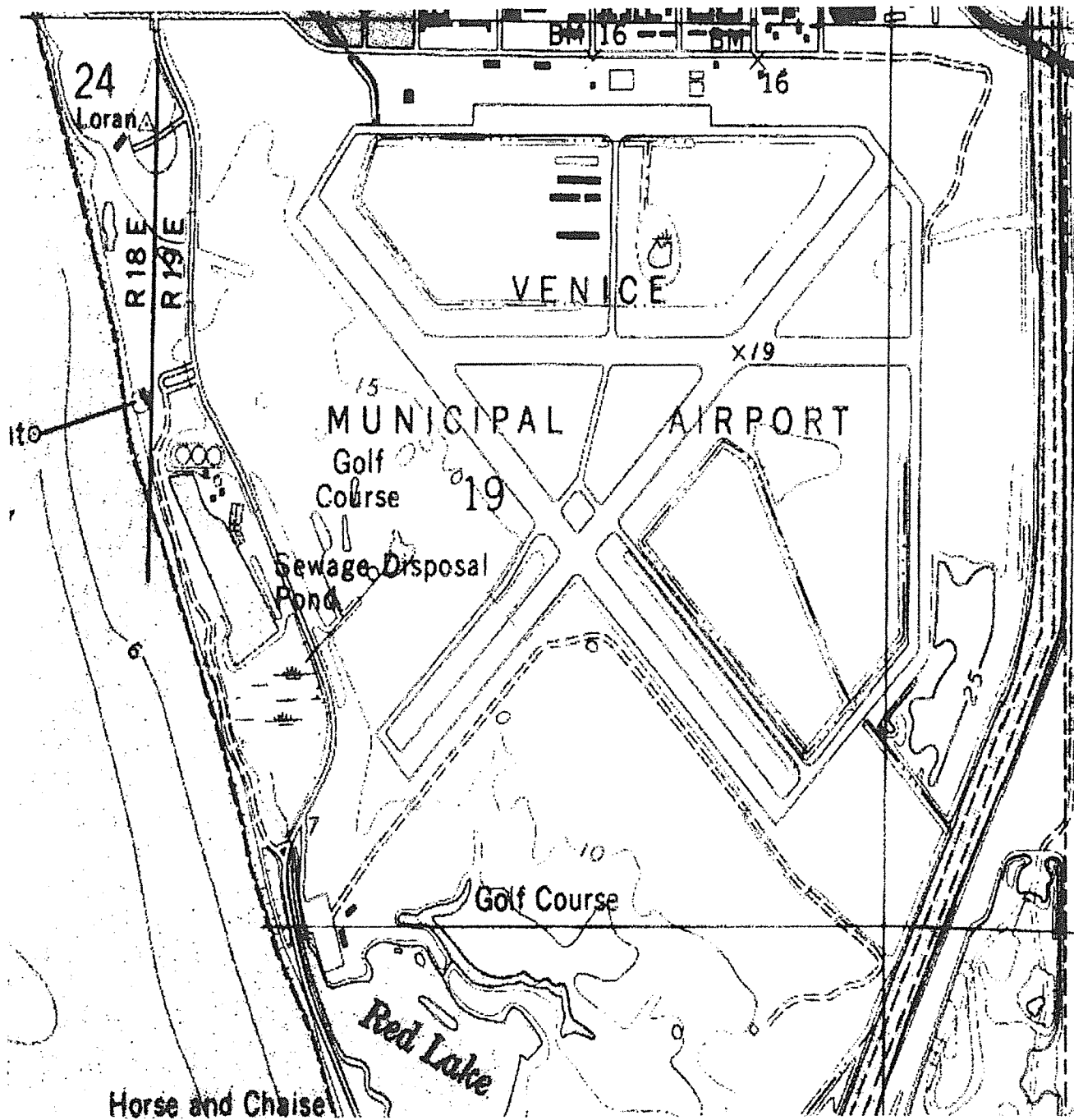
Brohard Bay Park

Brohard  
Beach



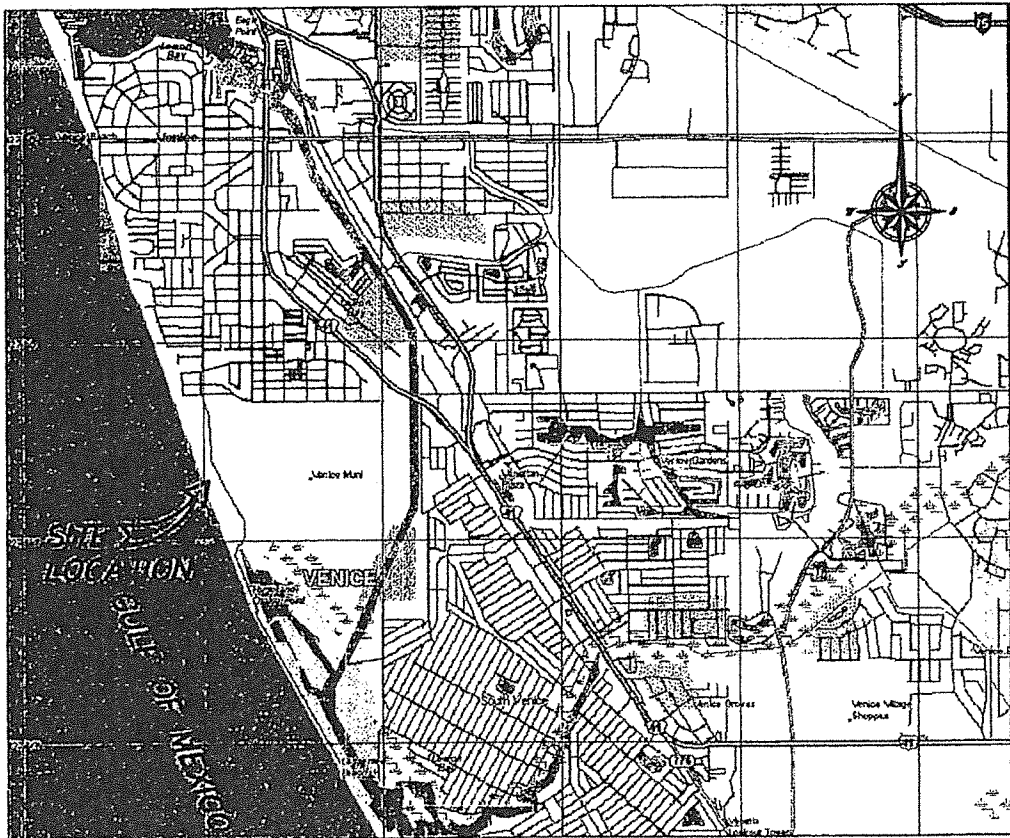
© 2013 Microsoft Corporation © 2013 Nokia

City of Venice, Florida  
1600 South Harbor Drive  
Venice, Florida 34285



Section 24  
 Township 39 South  
 Range 18 East, in Gulf Mexico  
 Quad No. 212-C, dated 1987, Venice, Florida

## SKETCH OF SURVEY



LOCATION MAP  
NOT TO SCALE

Attachment A  
Page 10 of 22 Pages  
SSLL No. 580226443

NOTE:  
1. THIS SKETCH OF SURVEY  
CONTAINS FOUR (4) SHEETS  
AND IS INTENDED TO BE USED  
IN ITS ENTIRETY.

SHEET 2 OF 4

**DK**  
DK GROUP, INC.  
ENGINEERS SURVEYORS PLANNERS  
4315 McCall Rd.  
Englewood, FL  
34224  
(941) 475-6596

TYPE OF SURVEY:		SPECIFIC PURPOSE	
ACCURACY STANDARD:		SUBURBAN	
JOB NO.	REVISIONS	DATE	FIELD BOOK PAGE: DRAWN BY: CHECK BY:
01-0177		04/05/02	02-07 13-15 TDW WAW
-	REVISED	01/17/03	- - TDW WAW

NOTE: The undersigned and DK Group, Inc. do not guarantee or assume any liability for any easements, flood zones, rights-of-way, setbacks, reservations, restrictions, agreements, or similar matters which are not physically visible on-site, shown on record plat, or provided matters of Title. Unless otherwise noted subsurface structures, utilities and jurisdictional setbacks, if any, have not been located. This survey was prepared without benefit of Abstract of Title. All matters of Title should be referred to an Attorney of Law. No liability will be taken for usage of this survey by any party not specifically named herein.

# SKETCH OF SURVEY

## DESCRIPTION:

A PARCEL OF SUBMERGED AND FILLED SUBMERGED LANDS BEING A PORTION OF THE GULF OF MEXICO LYING IN FRACTIONAL SECTION 24 TOWNSHIP 39 SOUTH, RANGE 18 EAST, CITY OF VENICE, SARASOTA COUNTY FLORIDA. SAID SUBMERGED LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE DEPARTMENT OF THE ARMY, CORPS OF ENGINEER'S BEACH NOURISHMENT VENICE SEGMENT CONTROL MONUMENT T-131 WHICH BEARS SOUTH 19 DEGREES 34 MINUTES 58 SECONDS EAST A DISTANCE OF 523.14' FROM CONTROL MONUMENT R-130A, THENCE NORTH 72 DEGREES 45 MINUTES 12 SECONDS WEST A DISTANCE OF 218.56 FEET TO SARASOTA COUNTY COASTAL CONSTRUCTION CONTROL LINE MONUMENT 17-84-C04, AS SHOWN AND RECORDED IN SARASOTA COUNTY CONTROL LINE BOOK-2, JANUARY 26, 1989. THENCE SOUTH 13 DEGREES 01 MINUTES 07 SECONDS EAST A DISTANCE OF 8.96 FEET TO THE VENICE SEGMENT BEACH EROSION CONTROL LINE AND THE POINT OF BEGINNING OF THIS DESCRIPTION. THENCE SOUTH 75 DEGREES 16 MINUTES 42 SECONDS WEST A DISTANCE OF 670.57 FEET; THENCE SOUTH 14 DEGREES 43 MINUTES 18 SECONDS EAST A DISTANCE OF 1.42 FEET; THENCE SOUTH 14 DEGREES 43 MINUTES 18 SECONDS EAST A DISTANCE OF 31.18 FEET; THENCE SOUTH 75 DEGREES 16 MINUTES 42 SECONDS WEST A DISTANCE OF 21.37 FEET; THENCE NORTH 14 DEGREES 43 MINUTES 18 SECONDS WEST A DISTANCE OF 83.75 FEET; THENCE NORTH 75 DEGREES 16 MINUTES 42 SECONDS EAST A DISTANCE OF 21.37 FEET; THENCE SOUTH 14 DEGREES 43 MINUTES 18 SECONDS EAST A DISTANCE OF 32.57 FEET THENCE NORTH 75 DEGREES 16 MINUTES 42 SECONDS EAST A DISTANCE OF 671.11 FEET TO SAID EROSION CONTROL LINE; THENCE SOUTH 17 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID LINE A DISTANCE OF 18.52 FEET TO THE POINT OF BEGINNING. CONTAINING 14,215.56 SQUARE FEET MORE OR LESS.

## SURVEYOR'S NOTATIONS:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE WEST ZONE FROM DATA BY THE ARMY CORPS EROSION CONTROL LINE MONUMENTS R-130A AND T-131, BEARING SOUTH 19 DEGREES 34 MINUTES 58 SECONDS EAST BETWEEN MONUMENTS.
2. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE PURPOSE OF DESCRIBING THE SUBMERGED LAND LEASE AREA LYING WEST OF THE VENICE BEACH EROSION CONTROL LINE FOR THAT PORTION OF THE VENICE FISHING PIER RENOVATION PROJECT CITY OF VENICE, SARASOTA COUNTY FLORIDA.
3. THE LOCATION OF THE PROPOSED LAND LEASE AREA BASED ON THE EXISTING CENTERLINE PIER LOCATION AND THE CONSTRUCTION PLANS AS PROVIDED BY CLIENT.
4. NO SUBMERGED MONUMENTATION WAS SET OTHER THAN UPLAND REFERENCE MONUMENTATION
5. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RASIED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. ADDITIONS, DELETIONS OR REPRODUCTIONS OF THE SURVEY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF DMK GROUP, INC.
7. COORDINATES SHOWN ARE BASED ON PUBLISHED VALUES FOR SARASOTA COUNTY COASTAL CONTROL LINE MONUMENT 17-84-C04 BASED ON FLORIDA STATE PLANE WEST ZONE, 1979 ADJUSTMENT, 1927 DATUM, 17-84-C04, NORTHING=915816.920, EASTING=353263.948.

## PREPARED FOR THE EXCLUSIVE USE OF:

CITY OF VENICE;  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

## LEGEND

Approx.=Approximate	P.B.=PLAT BOOK
(C)=Calculated data	P.G.=PAGE
C.=Chord dimension	P.I.D.=Parcel Identification
C.B.=Chord Bearing	P.O.B.=Point of Beginning
D.O.T.=Department of Transportation	P.O.C.=Point of Commencement
Drain.=Drainage	R/W=Right-of-Way
Esmt=Easement	S.F.=Square Feet
L.B.=Land Surveying Business	Util.=Utility
O.R.=Official Records	C =Centerline
(P)=Plat data	P =Property Line
	FND.=Found

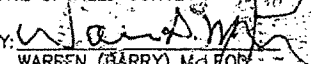
## SURVEYOR'S CERTIFICATE:

This sketch of survey represents the results of a field survey prepared under my direction, is true and correct to the best of my knowledge and belief and has only been prepared to comply with Minimum Technical Standards effective the date of this survey as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes. Subject to all notes and notations shown hereon.

DMK GROUP, INC.

04/05/02

DATE OF FIELD SURVEY

BY:   
WARREN (BARRY) McLEOD  
Professional Surveyor and Mapper  
Florida Licensed Surveyor No. 4855  
Land Surveying Business No. 3943  
File No. 01-0177

SHEET 1 OF 4



DMK GROUP, INC.  
ENGINEERS SURVEYORS PLANNERS

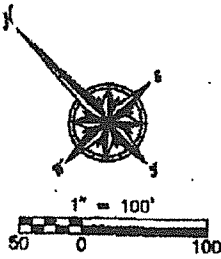
4315 McCall Rd.  
Englewood, FL  
34224  
(941) 475-6596

TYPE OF SURVEY:		SPECIFIC PURPOSE					
ACCURACY STANDARD:		SUBURBAN					
JOB NO.	REVISIONS	DATE	FIELD BOOK	PAGE	DRWN BY	CHK'D BY	
01-0177		04/05/02	02-07	13-15	TDM	WAM	
-	REVISED	01/17/03	-	-	TDM	WAM	

NOTE: The undersigned and DMK Group, Inc. do not guarantee or assume any liability for any easements, flood zones, rights-of-way, setbacks, reservations, restrictions, agreements, or similar matters which are not physically visible on-site, shown on record plat, or provided matters of Title. Unless otherwise noted, all structures, utilities and jurisdictional wetlands, if any, have not been located. This survey was prepared without benefit of Abstract of Title. All matters of Title should be referred to an Attorney of Law. No liability will be taken for usage of this survey by any party not specifically named hereon.



### SKETCH OF SURVEY



NOTE: SEE SHEET 4 OF 4 FOR  
DETAIL AND ADDITIONAL  
INFORMATION IN THIS AREA.

P.O.C.  
DEPARTMENT OF THE ARMY CORPS  
OF ENGINEER'S BEACH NOURISHMENT  
VENICE SEGMENT CONTROL MONUMENT T-131

S.17°28'05"E. 18.52'

218.58

S.13°01'07"E. B.85°

P.O.B.

EROSION CONTROL  
LINE

APPROX.  
MEAN HIGH WATER LINE

Bait/Snack shop  
20x10'

Attachment A  
Page 12 of 22 Pages  
SSLL No. 580226443

Attachment A  
Page 8 of 18 Pages  
SSL No. 520226443

NOTE:  
1. THIS SKETCH OF SURVEY  
CONTAINS FOUR (4) SHEETS  
AND IS INTENDED TO BE USED  
IN ITS ENTIRETY.

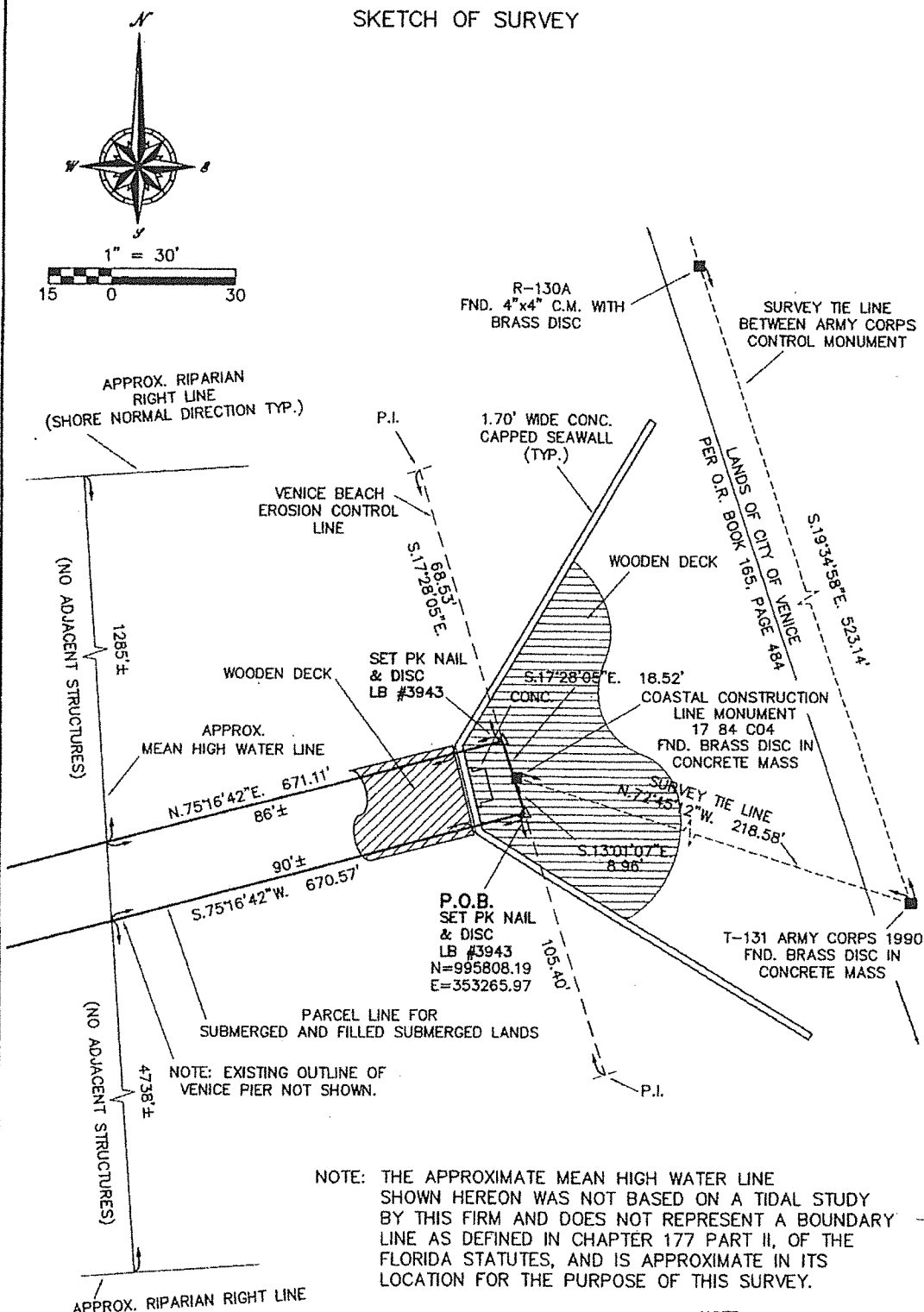
**SHEET 3 OF 4**

**ENR GROUP, INC.**  
ENGINEERS SURVEYORS PLANNERS

TYPE OF BATTERY		SPECIAL PURPOSE					
AGREEMENT STANDARD:		S/10/00/01					
JIS NO.:		JIS NO.:		JIS NO.:		JIS NO.:	
01-0177	01/03/01	02-07	03-03	04-01	05-01	06-01	07-01
08-01	09-01	10-01	11-01	12-01	13-01	14-01	15-01

NOTE: The undersigned and their Group, Inc. do not guarantee or assume any liability for any economic, food, price, rights-of-man, religious, racial, national, ethnic, or similar matters with which we are not directly visible or are shown as having no direct, or provided matters of this. Unless otherwise noted, such matters are shown as being of individual interest. If any have not been included, this survey was prepared without benefit of Abstract of Title. All matters of Title should be referred to an Attorney at Law. No liability will be taken for omissions of this survey by any party not specifically named herein.

## SKETCH OF SURVEY



SHEET 4 OF 4

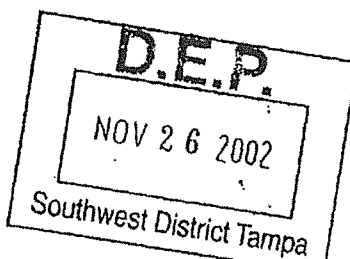
**DK**  
**DMK GROUP, INC.**  
 ENGINEERS SURVEYORS PLANNERS

4315 McCall Rd.  
 Englewood, FL 34224  
 (941) 475-6596

TYPE OF SURVEY: **SPECIFIC PURPOSE**  
 ACCURACY STANDARD: SUBURBAN

JOB NO.	REVISIONS	DATE	FIELD BOOK	PAGE	DRWN BY	CHECK BY
01-0177		04/05/02	02-07	13-15	TDM	WAM
	REVISED	01/17/03			TDM	WAM

NOTE: The undersigned and DMK Group, Inc. do not guarantee or assume any liability for any easements, flood zones, rights-of-way, setbacks, reservations, restrictions, agreements, or similar matters which are not physically visible on-site, shown on record plot, or provided matters of title. Unless otherwise noted subsurface structures, utilities and jurisdictional wetlands, if any, have not been located. This survey was prepared without benefit of Abstract of Title. All matters of title should be referred to an Attorney of Law. No liability will be taken for usage of this survey by any party not specifically named hereon.



165 PAGE 484

QUITCLAIM DEED

60083

STATE OF GEORGIA )  
COUNTY OF FULTON )

THIS INDENTURE, made this the 25th day of May, 1959, between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377), as amended, and the Surplus Property Act of 1946 (53 Stat. 765), as amended, and regulations and orders promulgated thereunder, party of the first part, and the CITY OF VENICE, a municipal corporation created, organized and operating under and by virtue of the laws of the State of Florida, in the County of Sarasota, in the State of Florida, party of the second part,

## WITNESSETH:

That the said party of the first part, for and in consideration of the assumption by the party of the second part of all the obligations and its taking subject to certain reservations, restrictions and conditions and its covenant to abide by and agreement to certain other reservations, restrictions and conditions, all as set out hereinafter, has remise, released and forever quitclaimed and by these presents does remise, release and forever quitclaim to the party of the second part, its successors and assigns, under and subject to the reservations, restrictions and conditions, and exceptions, all as hereinafter expressed and set out, all right, title, interest, claim and demand which the party of the first part has in and to that certain tract or parcel of land situate, lying and being in the County of Sarasota, in the State of Florida, and more particularly described as follows, to-wit:

COMMENCE at the Northwest corner of Section 19, Township 39 South, Range 19 East, Sarasota County, Florida, for a point of reference;

From said point of reference, run East along the North line of Section 19, 180 feet to a point; thence South 16° 54' 15" East, 2010.68 feet, more or less, to the centerline of the East-West runway of Venice Air Field and the point of beginning of the property hereby conveyed; from said point of beginning, continue South 16°

163-453

thence East, 474 feet, more or less, to a point; thence South 27° 00' East, 477 feet, more or less, to a point; thence run in a westerly direction parallel to the South line of Section 19 to a monument at the high water line of the Gulf of Mexico; thence run Northwest 1500 feet, more or less, along said high water line to a point on the South line of Section 19; thence run Northwest 2500 feet, more or less, along the high water line to a point on the East line of Section 24, thence run Northwest 1000 feet, more or less, to a point of intersection of the high water line and the centerline of the East-West runway of Venice Air Field, extended; thence run Easterly along the centerline, extended, of said East-West runway, 1100 feet, more or less, to the point of beginning, containing 163.65 acres, more or less;

RESERVING to the UNITED STATES OF AMERICA a perpetual and assignable easement for clear zone purposes in, over and above the following described land, upon which future construction of buildings or portions thereof, other structures or portions thereof, land, embankments of earth, and other materials shall be restricted to a height not exceeding twenty feet (20') from existing ground level, and the continuing perpetual right to cut and/or remove trees, bushes, shrubs, or any other perennial growth or undergrowth which may now or hereafter infringe upon said clear zone, together with the right of unrestricted ingress, egress and passage on, over and through the land for the purpose of exercising the easement rights hereinabove specified, to-wit:

That certain tract or parcel of land situate, lying and being in Section 24, Township 39 South, Range 15 East, Sarasota County, Florida, more particularly described as follows:

As a point of reference, commence at the NW corner of Section 19, Township 39 South, Range 19 East; thence run easterly along the north line of said Section 19, 160 feet to a point; thence South 16° 54' 15" East, 2010.48 feet to a point on the centerline of the E/W runway of Venice Airfield; thence North 85° 59' 29" West along the extended centerline of said E/W runway 960 feet to the point of beginning. From said point of beginning run due south to an intersection with the high water mark of the Gulf of Mexico; thence northwesterly along said high water mark to a point which bears North 85° 59' 29" West from the point of beginning; thence South 85° 59' 29" East to the point of beginning, containing 0.44 acres, more or less.

SUBJECT, HOWEVER, to all existing easements and rights-of-way for streets, roads, highways, railroads, pipelines and public utilities.

ALSO, EXCEPTING from this conveyance all right, title and interest in and to all its property in the nature of equipment, furnishings and other personal property located on the above described premises which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on the premises conveyed hereby which is reasonably necessary for the operation or maintenance of the airport or for the operation or maintenance of the structures and improvements specifically listed hereinabove as

Attachment B  
Page 15 of 22 Pages  
SSLL No. 580226443

100-446

being transferred hereby, and any structures and improvements on said premises which are readily adaptable; and further excepting from this conveyance all its structures on said premises other than structures specifically described or enumerated above as being conveyed hereunder; and reserving to the party of the first part for itself and its lessees, licensees, permittees, agents, and assigns the right to use the property and structures excepted hereby in such a manner as will not materially and adversely affect the development, improvements, operation or maintenance of the airport and the right of removal from said premises of such property and structures, all within a reasonable period of time after the date hereof, which shall not be construed to mean any period more than one (1) year after the date of this instrument, together with a right of ingress to and egress from said premises for such purposes.

The property hereby conveyed has heretofore been declared surplus to the needs of the UNITED STATES OF AMERICA, is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services, acting pursuant to the above referred to laws, regulations and orders.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest or claim whatsoever of the said party of the first part, either in law or in equity, except the property excepted hereinabove and the rights reserved hereinabove, and under and subject to the reservations, restrictions and conditions set forth in this instrument, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever.

By the acceptance of this deed or any rights hereunder, the said party of the second part, for itself, its successors and assigns, agree that the transfer of the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article I, Section 3, Clause 2 of the Constitution of the UNITED STATES OF AMERICA, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services

Attachment B  
Page 16 of 22 Pages  
SSLL No. 580226443

Act of 1946, as amended, and applicable rules, regulations and orders:

(1) That, except as provided in subparagraph (b) of the next succeeding unnumbered paragraph, the land, buildings, structures, improvements and equipment in which this instrument transfers any interest shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of the terms "exclusive right" as used in subparagraph (4) of the next succeeding paragraph. As used in this instrument, the term "airport" shall be deemed to include at least all such land, buildings, structures, improvements and equipment.

(2) That, except as provided in subparagraph (6) of the next succeeding paragraph, the entire landing area, as defined in GSA Regulation 2-I-102.01 a. 11, dated December 1953, and all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in good and serviceable condition, to assure its efficient operation, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Administrator of the Federal Aviation Agency or his successor. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above land which have outlived their use as airport property in the opinion of the Administrator of the Federal Aviation Agency or his successor.

By the acceptance of this deed or any rights hereunder, the said party of the second part for itself, its successors and assigns, also assumes the obligations of, covenant to abide by and agree to, and this transfer is made subject to, the following reservations and restrictions set forth in subparagraph (1) to (7), inclusive, of this paragraph, which shall run with the land, imposed pursuant to the authority of Article I, Section 3, Clause 2 of the Constitution of the UNITED STATES OF AMERICA, the Surplus Property Act of 1946, as amended, Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders:

Attachment B  
Page 17 of 22 Pages  
SSLL No. 580226443

REF 165 HQ 458

(1) That insofar as it is within its powers, the party of the second part shall adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

(2) That the UNITED STATES OF AMERICA (hereinafter sometimes referred to as the "Government") through any of its employees or agents shall at all times have the right to make nonexclusive use of the landing area of the airport at which any of the property transferred by this instrument is located or used, without charge: Provided, however, that such use may be limited as may be determined at any time by the Administrator of the Federal Aviation Agency or his successor to be necessary to prevent undue interference with use by other authorized aircraft: Provided, further, that the Government shall be obligated to pay for damages caused by such use, or if its use of the landing area is substantial, to contribute a reasonable share of the cost of maintaining and operating the landing area, commensurate with the use made of it.

(3) That during any national emergency declared by the President of the UNITED STATES OF AMERICA or the Congress thereof, including any existing national emergency, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge, of the airport at which any of the property transferred by this instrument is located or used, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession: Provided, further, that the Government shall pay a fair rental for its use, control or possession, exclusively or nonexclusively, of any improvements to the airport made without United States aid, and never owned by the United States.

REF 105 10450

(4) That no exclusive right, as defined in subsection (z) (2) (C) of Section 13 of the Surplus Property Act of 1944, as amended, for the use of the airport at which the property transferred by this instrument is located shall be vested (directly or indirectly) in any person or persons to the exclusion of others in the same class, the term "exclusive right" being defined to mean

- (1) any exclusive right to use the airport for conducting any particular aeronautical activity requiring operation of aircraft;
- (2) any exclusive right to engage in the sale or supplying of aircraft, aircraft accessories, equipment, or supplies (excluding the sale of gasoline and oil), or aircraft services necessary for the operation of aircraft (including the maintenance and repair of aircraft, aircraft engines, propellers, and appliances).

Attachment B  
Page 19 of 22 Pages  
SSLL No. 580226443

(5) That, except as provided in subparagraph (6) of this paragraph, the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the party of the second part by the proviso of this instrument.

(6) That no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the party of the second part for other than airport purposes without the written consent of the Administrator of the Federal Aviation Agency, which shall be granted only if said Administrator determines that the property can be used, leased, sold, salvaged or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation or maintenance of the airport at which such property is located: Provided, that no structures disposed of hereunder shall be used as an industrial plant, factory, or similar facility within the meaning of Section 23 of the Surplus Property Act of 1944, as amended, unless the party of the second part shall pay to the United States such sums as the Administrator of the Federal Aviation Agency or his successor in function shall determine to be a fair



REC-165 JUN 490

consideration for the removal of the restriction imposed by this proviso.

(7) The party of the second part does hereby release the Government, and will take whatever action may be required by the Administrator of the Federal Aviation Agency to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned, controlled or operated by the party of the second part, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or used: Provided, that no such release shall be construed as depriving the party of the second part of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act for the necessary rehabilitation or repair of public airports heretofore or hereafter substantially damaged by any Federal agency.

By acceptance of this instrument or any rights hereunder, the party of the second part further agrees with the party of the first part as follows:

(1) That in the event that any of the aforesaid terms, conditions, reservations or restrictions are not met, observed, or complied with by the party of the second part or any subsequent transferee, whether caused by the legal inability of said party of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this instrument to the party of the second part, or any portion thereof, shall at the option of the party of the first part revert to the party of the first part sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator of the Federal Aviation Agency or his successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the party of the second part, its transferees, successors and assigns.

REC 165 MAR 491

(2) That if the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, interest, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

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

UNITED STATES OF AMERICA  
Acting by and through  
Administrator of General Services

WITNESSES:

*Edward J. O'Shea*  
*William H. Hendon*

*Frank J. O'Shea*  
FRANK J. O'SHEA  
Regional Commissioner  
General Services Administration  
Region IV, Atlanta 23, Georgia

WITNESSES:

*John J. O'Shea*  
*William H. Hendon*

CITY OF VENICE  
A municipal corporation

*John J. O'Shea*  
Mayor

ATTEST: *John J. O'Shea*  
City Clerk

(SEAL)

MIL 105 MAR 492

STATE OF GEORGIA )  
COUNTY OF FULTON )

This day, before the undersigned, personally appeared FRANK J. O'GARA, to me well known and known to be the person described in and who executed the foregoing instrument on behalf of the UNITED STATES OF AMERICA and acknowledged that he, FRANK J. O'GARA, being thereunto duly authorized as Regional Commissioner, General Services Administration, Region IV, Atlanta, Georgia, executed the same for the uses and purposes therein expressed as the free act and deed of the UNITED STATES OF AMERICA, the General Services Administration, the Administrator of General Services and himself.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of office at Atlanta, Georgia, this the 25th day of May, 1959.

*Winston B. Hudson*  
WINSTON B. HUDSON, Notary Public  
Georgia, State at Large  
My Commission expires July 6, 1961

MAY 19 PM 1:27

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

I, the undersigned Notary Public in and for the above County and State, hereby certify that on this day personally appeared before me, SMITH D. BROTHARD and LEWIS A. WESTER, Mayor and Clerk, respectively, of the City of Venice, State of Florida, to me well known and known to be the persons described in and who executed the foregoing instrument, and acknowledged that they, in their respective capacities, executed the same for the purposes therein expressed as the free act and deed of the City of Venice, State of Florida, and that they caused to be affixed thereto the official seal of the City of Venice, State of Florida, and that the said instrument is the act and deed of the City of Venice, State of Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office in Venice, Florida, this the 10th day of June, 1959.

*W. B. Hudson*  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

Notary Public, State of Florida, Notary  
My Commission expires July 6, 1961  
Bonded by American Surety Co. of N. Y.