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KELLIE MADONNA, PARALEGAL

*BOARD CERTIFIED CITY COUNTY
LOCAL GOVERNMENTAL LAW

April 20, 2006

Paula Cohen
Community Development Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708

RE: Municipal Marina

received
4/24/06

Dear Paula:

Pursuant to your email of April 19, 2006, I have reviewed the legal descriptions and sketch submitted by Gulfoast Survey Associates. I will address herein each of the parcels and attempt to resolve each of the questions you have previously raised.

Parcel 1 references a document in the Official Records of Pinellas County in O.R. Book 1356 at Page 313. I do not have a copy of this document. Consequently, I am unable to indicate any permitted or prohibited uses on this parcel of property. Please provide me a copy of this document. *no prohibited uses*

Parcel 2 is a parcel of property containing approximately 2.4 acres described in the deed from the Trustees of the Internal Improvement Trust Fund to the City of Madeira Beach dated October 24, 1952. The deed is recorded in the Official Records of Pinellas County in O.R. Book 12638 at Page 1328. This deed prohibits the City from selling, conveying or leasing Parcel 2, or any part thereof, to any private person, firm or corporation for any private use or purpose. The deed requires that Parcel 2 be used solely for public purposes.

Can the City lease wet slips to a boat club for recreational boat rentals within Parcel 2? I believe the answer is no.

Can the City lease any portion of Parcel 2 to a boat club entity for office space regarding recreational boat rentals? I believe the answer is no.

Can the City lease any portion of Parcel 2 for a restaurant? I believe the answer is no.

Can the City allow any commercial fishing boats or commercial charters of any type at City wet slips within Parcel 2? I believe the answer is yes. The City may, however, want to

and 70 unit dry storage facility upland

85 slip
64 on private submerged
21 on sovereign
w/ boat lifts +
2 ramps

obtain the approval of the Trustees so as to remove any risk of the property reverting to the Trustees.

Parcel 3 is a piece of property containing approximately 23,640 square feet described in the Sovereignty Submerged Lands Lease Renewal dated March 25, 2003. The Lease Renewal is recorded in the Official Records of Pinellas County in O.R. Book 12638 at Page 1317. The Lease Renewal authorizes the City to operate an existing 85-slip municipal docking facility exclusively to be used for mooring of non-commercial recreational vehicles in conjunction with an upland marina with fueling facilities and a sewage pump out facility. The Lease Renewal prohibits any change in use of the marina without obtaining a regulatory permit. The Lease Renewal prohibits any restaurant or dining activities within Parcel 3. The Lease Renewal prohibits any gambling ship within Parcel 3. The Lease Renewal mandates that at least 90 percent of the slips within Parcel 3 be available to the general public on a first come, first served basis.

-expired
2/20/2013
renewed
for 10 years
(2/20/2023)
on 6/26/2013

Can the City lease wet slips to a boat club for recreational boat rentals within Parcel 3? I believe the answer is a resounding no.

Can the City lease any office space within Parcel 3 to a boat club entity for recreational boat rentals? Parcel 3 appears to be submerged lands. As such, I presume office space would not be constructed within this parcel. Nonetheless, it appears office space use would be inconsistent with the restrictions applicable to Parcel 3.

Can the City lease any portion of Parcel 3 for a restaurant use? The answer is clearly no.

Can the City have any commercial fishing boats or commercial charters of any type at the City's wet slips within Parcel 3? Once again, I think the answer is a resounding no.

Parcel 4 is the dedication from the Trustees of the Internal Improvement Trust Fund to the City dated December 4, 1975. The dedication is recorded in the Official Records of Pinellas County at O.R. Book 12638 at Page 1326. The dedication deals with a 0.206 acre parcel of property. The dedication indicates that the property is dedicated for municipal marina purposes.

Can the City lease wet slips to a boat club for recreational boat rentals within Parcel 4? I believe the answer is yes. The City may, however, want to obtain the approval of the Trustees so as to remove any risk of the property reverting to the Trustees.

Can the City lease any office space within Parcel 4 to a boat club entity for recreational boat rentals? I think the answer is yes. The The City may, however, want to obtain the approval of the Trustees so as to remove any risk of the property reverting to the Trustees.

Can the City lease any portion of Parcel 4 for a restaurant? I think the answer is probably no. I doubt a restaurant would be considered a municipal marina purpose.

Can the City allow commercial fishing boats or commercial charters of any type at City wet slips within Parcel 4? I think the answer is yes. The City may, however, want to obtain the approval of the Trustees so as to remove any risk of the property reverting to the Trustees.

Parcels 5, 6 and 7 are all included within the warranty deed dated November 9, 1953 from Mr. and Mrs. Werschin to the City. This deed is recorded in the Official Records of Pinellas County in Deed Book 1454 at Page 387. The City owns unencumbered fee simple title. The only use restriction in this deed applies to Parcel 7 on the sketch. As to Parcel 7, five feet each side and abutting the southwesterly boundary line is restricted against buildings of all kinds. I presume this refers to the boundary line between Parcel 7 and Parcel 6 as described in the Gulfcoast sketch.

Can the City lease wet slips to a boat club for recreational boat rentals within Parcel 7? I believe the answer would be yes if any portion of Parcel 7 was within the water. It appears, however, that Parcel 7 is totally a land parcel. As to Parcels 5 and 6, again there are no restrictions to prohibit wet slips. It appears, however, that these parcels are totally land parcels.

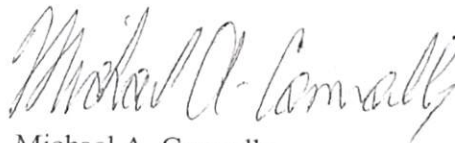
Can the City lease any office space within Parcels 5, 6 and 7 to a boat club entity for recreational boat rentals? I think the answer is yes, so long as there are no buildings within the southwesterly five feet of Parcel 7.

Can the City lease any portion of Parcels 5, 6 and 7 for a restaurant? I think the answer is yes, so long as there are no buildings within the southwesterly five feet of Parcel 7.

Can the City have any commercial fishing boats or commercial charters of any type at west slips within Parcels 5, 6 and 7? Again, it appears these parcels are totally land parcels. There are, however, no restrictions in the deed which would prohibit such use.

I hope this correspondence answers the previously raised questions with regard to the permitted and prohibited uses on the marina property. Please let me know if you need any additional information or assistance with regard to this matter.

Sincerely,



Michael A. Connolly
City Attorney
City of Madeira Beach

MAC fjl

cc: Jill Silverboard, City Manager