

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20030763

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Chairman, on behalf of the BoCC, to sign the Consent to Easement Agreement between Lee County and the United States of America, Department of the Army to permit the County to construct a fishing pier, canoe/kayak launch and boardwalk in the Intracoastal Waterway-Tributary Channel in the Caloosahatchee Regional Park.

WHY ACTION IS NECESSARY: Board approval is required for Consent to Easement Agreements.

WHAT ACTION ACCOMPLISHES: Consent to Easement Agreement will allow the County to construct a fishing pier, canoe/kayak launch and boardwalk within the Federal right-of-way of the Okeechobee Waterway.

2. DEPARTMENTAL CATEGORY: 02 Construction & Design
COMMISSION DISTRICT #:

C2B

3. MEETING DATE:

07-08-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE AC-4-4
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER _____
- B. DEPARTMENT _____
- C. DIVISION Construction & Design
- BY: Jim Lavender, Public Works Dir

7. BACKGROUND:

Prior to commencing construction of a fishing pier, canoe/kayak launch and boardwalk at the Caloosahatchee Regional Park, the U.S. Department of the Army, acting through the U.S. Army Corps of Engineers must consent to the construction over the intracoastal waterway. The Consent to Easement Agreement must be executed between Lee County and the Federal Government since a portion of the proposed work will be within the Federal right-of-way of the Okeechobee Waterway.

Funds are available in account string: 20178930101.506540

Attachment: Consent to Easement Agreement

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>CPM 6/26/03</i>				G County Manager
					OA	OM	Risk	GC	
<i>J. Lavender</i> 6-24-03	<i>[Signature]</i> 6/24/03	N/A	<i>[Signature]</i> 6/24	<i>[Signature]</i> 6/25/03	<i>[Signature]</i> 6/25/03	<i>[Signature]</i> 6/26/03	<i>[Signature]</i> 6/26/03	<i>[Signature]</i> 6/26/03	<i>[Signature]</i> 6-24-03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.
by CO. ATTY.
6/24/03
1:45 PM.
CO. ATTY.
FORWARDED TO:
Co. Admin
6/25/03

RECEIVED BY
COUNTY ADMIN. *[Signature]*
6/25/03
11:25 AM.
COUNTY ADMIN. *[Signature]*
6/26/03
3:30 PM.



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
P. O. BOX 4970
JACKSONVILLE, FLORIDA 32232-0019

May 19, 2003

MAY 23 2003

Real Estate Division
Management and Disposal Branch

Lee County Board of County
Commissioners
c/o Hans Wilson & Associates, Inc.
1938 Hill Avenue
Fort Myers, Florida 33901

Dear Sirs:

Reference is made to Department of the Army permit number 200103534 for the construction of a fishing pier, canoe/kayak launch and boardwalk in the Intracoastal Waterway-Tributary Channel, Okeechobee Waterway Project.

Since a portion of the proposed work, pursuant to the above referenced permit, is within the Federal right-of-way of the Okeechobee Waterway, a consent to easement must be executed by you and on behalf of the Government prior to construction.

Enclosed you will find two copies of Department of the Army Consent to Easement No. DACW17-9-03-0108, designed to allow construction within the Government's right-of-way of the Okeechobee Waterway. This property is identified as Tract 300E-7, Intracoastal Waterway-Tributary Channel, Okeechobee Waterway, Lee County, Florida.

Please have both copies of the enclosed consent executed on behalf of the Lee County Board of County Commissioners and return both complete sets of the signed consent (together with exhibits) to this office. Please do not date the consent, it will be dated when signed on behalf of the Government.

Upon receipt of the signed consent, the consent will be dated and signed on behalf of the Government. A signed copy will be forwarded to you.

Thank you for your cooperation. Should you have any questions, please telephone Mr. Larry Wright of this office at 904-232-2537.

Sincerely,



Sharon W. Conklin
Chief
Management and Disposal Branch

Enclosure

**DEPARTMENT OF THE ARMY
CONSENT TO EASEMENT
TO USE CORPS OF ENGINEERS RIGHT-OF-WAY**

Consent No. DACW17-9-03-0108
Project: Intracoastal Waterway-
Tributary Channel, Okeechobee
Waterway, Lee County, Florida
Tract No. 300E-7

THIS CONSENT TO EASEMENT AGREEMENT, made by and between the **UNITED STATES OF AMERICA, DEPARTMENT OF THE ARMY**, hereinafter referred to as the "Government", acting by and through the Chief, Real Estate Division, U.S. Army Corps of Engineers, Jacksonville District, hereinafter referred to as "said officer," and Lee County Board of County Commissioners, hereinafter referred to as the "Grantee":

WHEREAS, the Government has acquired a right-of-way easement over the above-numbered tract of land, which easement, by its terms, reserves to the Government, in perpetuity, the right to use said easement for the construction, improvement, and maintenance of the Intracoastal Waterway-Tributary Channel, Okeechobee Waterway, Lee County, Florida; and

WHEREAS, the Grantee has requested permission to construct, use, maintain, repair and remove a fishing pier, canoe/kayak launch and a boardwalk in, on, across, over, and under a portion of the lands identified as Tract No. 300E-7, Section 19, Township 43 South, Range 27 East, Lee County, Florida. The area comprising 0.05 of an acre, more or less, is shown in red on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, this consent is granted and accepted under the following conditions:

1. That it is understood that this consent is effective only insofar as the property rights of the Government in the land to be occupied are concerned, and that it does not relieve the Grantee from the necessity of obtaining grants from the owners of the fee and/or other interests, therein, nor does it obviate the requirement that the Grantee obtain State or local assent required by law for the activity authorized herein.
2. That any proposed improvements or use authorized herein shall not be commenced until appropriate rights shall have been obtained by the Grantee from the record owners and encumbrancers of the fee title to the lands involved, or until the Grantee has obtained all Federal, State, or local permits required by law.
3. That the proposed improvements or use authorized herein shall be consistent with the terms and conditions of this consent; and that any improvements or use not specifically identified and authorized shall

constitute a violation of the terms and conditions of this consent which may result in a revocation of this consent and in the institution of such legal proceedings as the Government may consider appropriate, whether or not this consent has been revoked or modified.

4. That the exercise of the privileges hereby consented to shall be without cost or expense to the Government and under the supervision of and subject to the approval of the said officer having immediate jurisdiction over the property and subject to such regulations as he may from time to time prescribe, including, but not limited to, the specific conditions, requirements, and specifications set forth in paragraph 14 below.

5. That the Grantee shall supervise and maintain the said improvements and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said improvements or the making of any repairs thereto, the premises shall be restored immediately by the Grantee, at the Grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.

6. That any property of the Government damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the Grantee shall, if so required by said officer and at his option, pay to the Government an amount sufficient to compensate for the loss sustained by the Government by reason of damage to or destruction of Government property.

7. That the Government shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee, or the persons of Grantee's officers, agents, servants, or employees, or others who may be on said premises at the invitation of the Grantee or the invitation of one of them, arising from Governmental activities on or in the vicinity of the said premises, and the Grantee shall hold the Government harmless from any and all claims.

8. That the Government shall in no case be liable for any damage, either hidden or known, to any improvements herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, or that may result from the future operations undertaken by the Government, and no claim or right to compensation shall accrue from such damage, and if further operations of the Government require the alteration or removal of any improvements herein authorized, the Grantee shall, upon due notice, from said officer, alter or remove said improvements without expense to the Government and subject to the supervision

and approval of the said officer and no claim for damages shall be made against the Government on account of such alterations or removal.

9. That construction and/or operation, maintenance, and use of any improvements incident to the exercise of the privileges herein granted shall be in such a manner as not to conflict with the rights of the Government, nor to interfere with the operations by the Government under such rights nor to endanger lives and safety of the public.

10. That this consent may be terminated by the Government or said officer upon reasonable notice to the Grantee if the Government or said officer shall determine that any improvements or use to which consent is herein granted interferes with the use of said land or any part thereof by the Government, and this consent may be annulled and forfeited by the declaration of the Government or said officer for failure to comply with any or all of the provisions and conditions of this consent, or for nonuse for a period of two (2) years, or for abandonment.

11. That upon relinquishment, termination, revocation, forfeiture, or annulment of this consent, the Grantee shall vacate the premises, remove all property of the Grantee therefrom, and restore the premises to a condition satisfactory to the said officer. If the Grantee shall fail or neglect to remove the said property and so restore the premises, then at the option of the Government or said officer, the said property shall either become the property of the Government without compensation therefor, or the Government or said officer, may cause it to be removed, and the premises to be so restored at the expense of the Grantee, and no claim for damages against the Government, or its officer or agents, shall be created by or made on account of such removal and restoration.

12. That the Grantee within the limits of his respective legal powers shall comply with all Federal, interstate, State, and/or local governmental regulations, conditions, or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.

13. That the Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the District Engineer, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and the site and the material shall be protected by the Grantee from further disturbance until a professional examination of them can be made or until a clearance to proceed is authorized by the District Engineer.

14. That construction shall be in accordance with the drawings attached hereto and made a part hereof as Exhibit "B" and to Department of the Army Permit No. 200103534, incorporated herein by reference. That no additional structures shall be constructed waterward of the Government's

right-of-way line and that any structures currently within the right-of-way must be removed by the Grantee, at Grantee's expense, if future needs of the Government so require.

15. That this consent may not be transferred to a third party without the prior written notice to the Chief, Real Estate Division, U.S. Army Corps of Engineers, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and by the transferee's written agreement to comply with and be bound by all the terms and conditions of this consent. In addition, if the Grantee transfers the improvements authorized herein by conveyance of realty, the deed shall reference this consent and the terms and conditions herein and the consent shall be recorded along with the deed in the Registrar of Deeds or with other appropriate official.

This consent is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand, by authority of the Secretary of the Army, this _____ day of _____ 20____.

UNITED STATES OF AMERICA

BY: _____
SHARON W. CONKLIN
Chief, Management and Disposal
Branch, Real Estate Division
U.S. Army Engineer District
Jacksonville, Florida

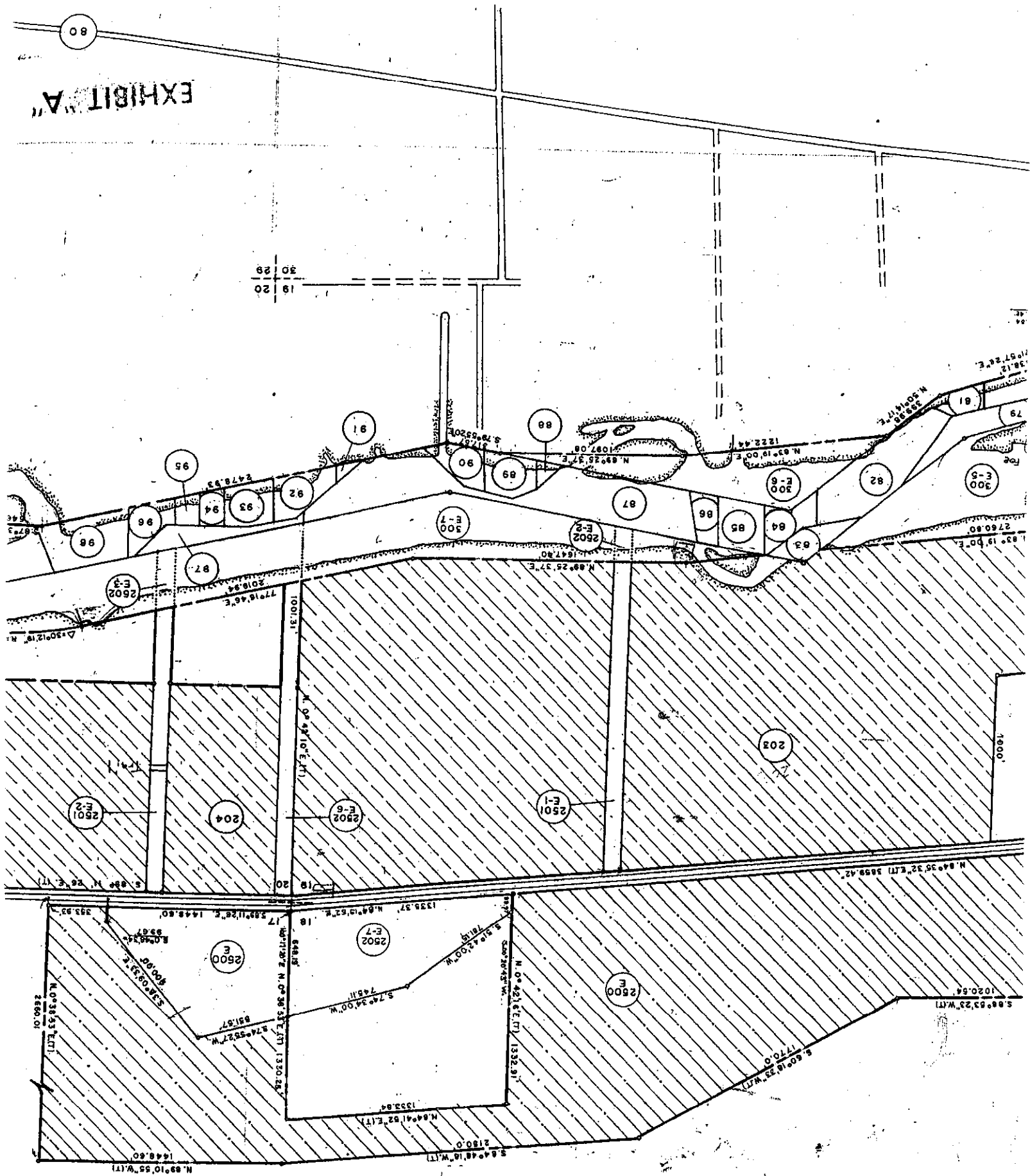
AGREED TO AND ACCEPTED

LEE COUNTY BOARD OF COUNTY
COMMISSIONERS

ATTEST:

BY: _____

EXHIBIT "A"

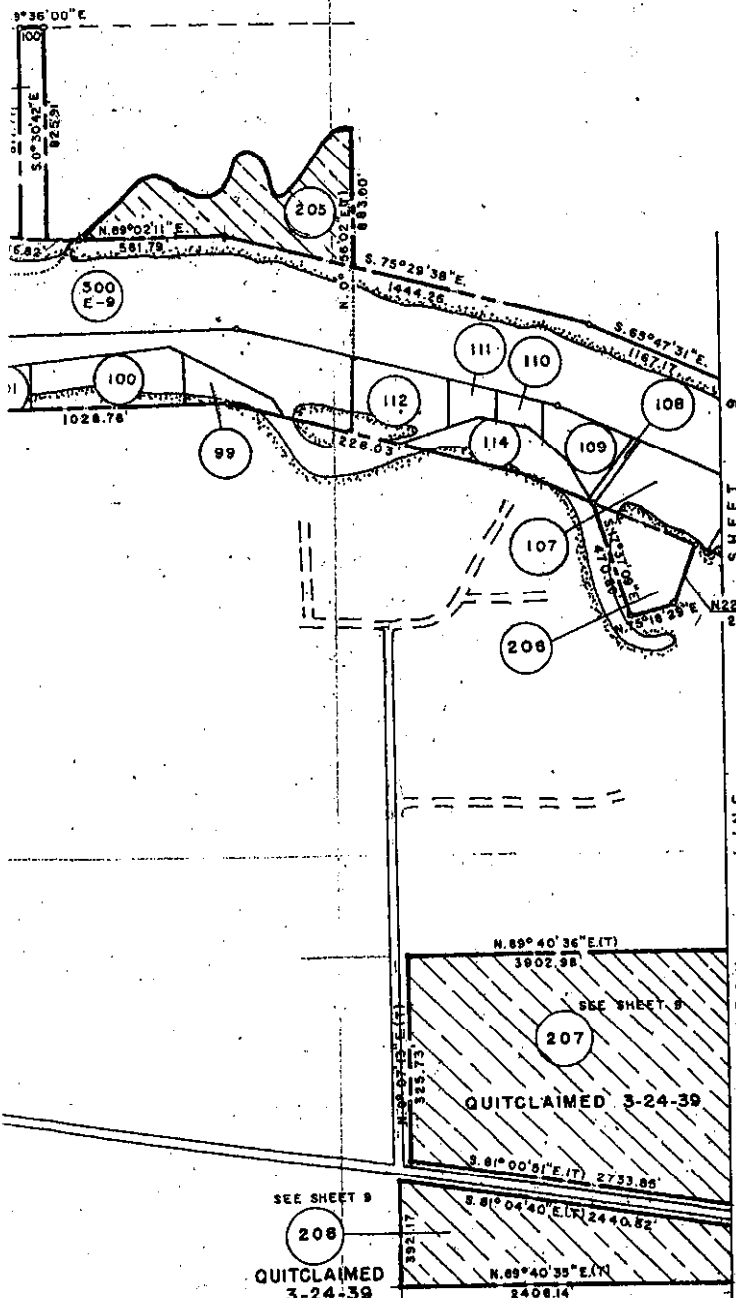


	4.41		
P/L B Drainage Case, Tr. 2-18-84	4.07		
	4.32		
	0.00		
2-21-84	0.00		
ADDITIONAL 0.00 AC			
ADDITIONAL 5.77 AC	0.00		
ADDITIONAL 0.00 AC	0.00		
	1.97		
P/L B Drainage Case, Tr. 18 Dec 1989	1.89		
	4.80		
	13.99		

SOUTH FLA. FLOOD CONT. DIST.

108	B-F-B	JOHN C. ENGLISH		1.51	"	"	"	"
109	B-F-C	FLORA J. WATKINS		0.53	"	"	"	"
110	B-F-D	ALFRED S. HILL		0.63	"	"	"	"
111	B-F-E	MELVIN LIPPINCOTT		2.35	"	"	"	"
112	B-F-F	DAVID ELMER WARD		2.18	"	"	"	"
114	B-F-H	W.W. RAYMOND		9.41	SEE SHEET 3			
300E-6		C. & S.F. FLOOD CONTROL DISTRICT		34.50	"	"	"	"
300E-7		"		7.84	"	"	"	"
300E-8		"		68.25	"	"	"	"
300E-9		"		263.97	PERP. S/A EASE. FR. B-19-35	14.61 AC. REACQUIRED		
203	58-SA	CALOOSAHATCHEE GROVES & IMPROVCD		77.89	"	"	"	IN TR. 200E-8 & 300E-7
204	55-SA	"		17.25	"	"	"	11.72 AC. REACQUIRED
205	54-SA	"		1.90	"	"	"	IN TR. 200E-9
206	55-SA	J.C. ENGLISH ET UX			"	"	"	-1-29-36

17 16
20 21



NOTE:
BEARINGS AND DISTANCES ON THIS SHEET ARE BASED ON THE MERCATOR GRID SYSTEM OF THE WEST ZONE OF FLORIDA UNLESS FOLLOWED BY A (T) WHICH INDICATES A TRUE BEARING
SEE SHEET ONE FOR INDEX AND VICINITY MAPS

PRELIMINARY

PROJECT MAP

DEPT. OF THE ARMY
USING SERVICE CIVIL

LOCATION OF PROJECT

STATE FLORIDA
COUNTY LEE
DIVISION SOUTH ATLANTIC
DISTRICT JACKSONVILLE
ARMY AREA THIRD

MILES OF
MILES OF

TRANSPORTATION FACILITIES

RAILROADS
STATE ROADS 80
FEDERAL ROADS
AIR LINES

SEGMENT 8

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT, CORPS OF ENGINEERS
JACKSONVILLE, FLORIDA

DRAWN BY: W.L.
TRACED BY:
CHECKED BY: P.T.A.
SUBMITTED BY: *Richard C. Small*
CHIEF, PLANNING & CONTROL BR.
RECOMMENDED BY: *J. H. ...*
APPROVED BY: *J. H. ...*

DATE 30 November 1972

REAL ESTATE
INTRACOASTAL WATERWAY - TRIBUTARY CHANNEL
OKEECHOBEE WATERWAY
LEE COUNTY, FLORIDA

AUDITED

INSPECTION OF PROJECT NO. C-453

Scale in feet
400 800

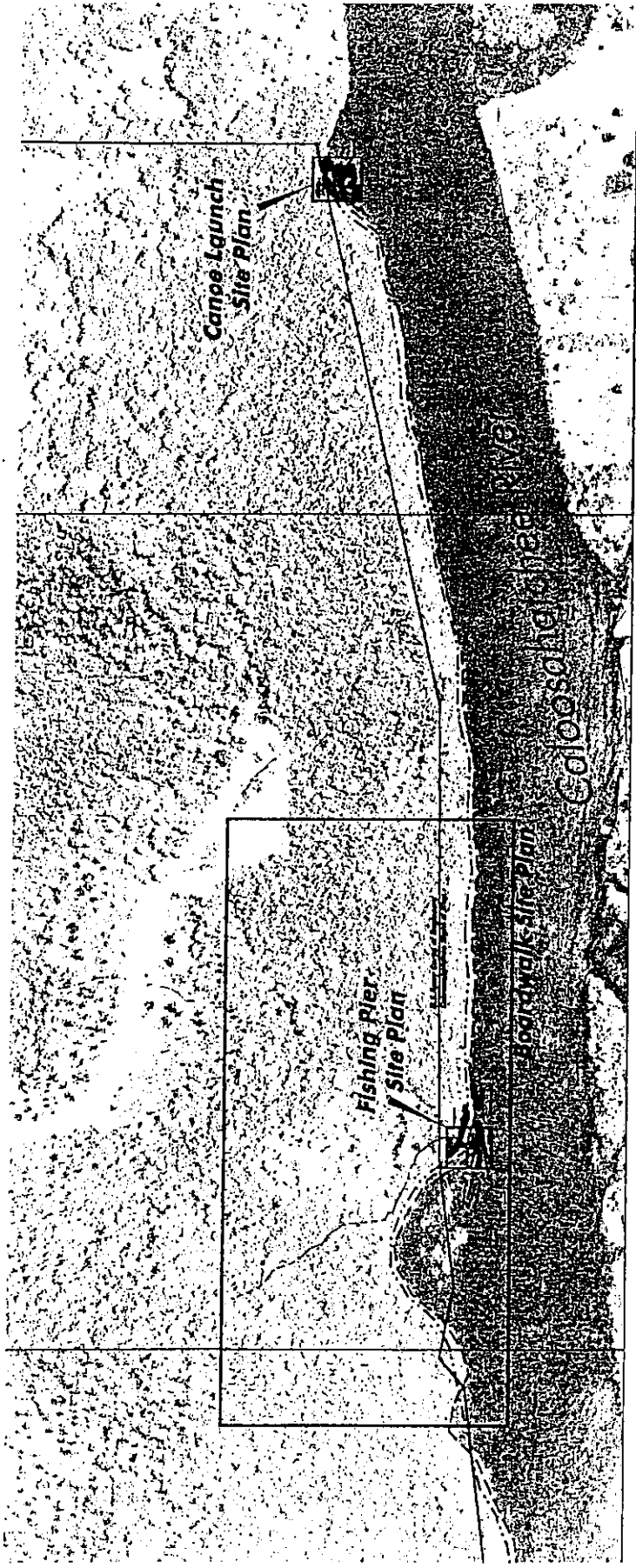
SHEET 18 OF 104 DRAWING NO. RE-211-813

3-18-70	MAP REDRAWN, REPLACES PORTIONS OF SHEETS 12, 13, 14, 15, 25, & 26.	W.L.
6-30-68	Due to supplemental audit	C.S.C.
4-14-64	Trs. 2501E-1 thru 2501E-3 and 2502E-1 thru 2502E-3 added	E.M.N.
4-6-64	Tr. 2500 E added	E.M.N.
3-26-64	Trs. 203, 204, 205 disposed of as shown	C.E.P.
DATE	REVISIONS	BY

SECTION: 24
 TOWNSHIP: 43 S.
 RANGE: 26 E.
 ATTITUDE: 26° 41' 06"
 LONGITUDE: 81° 40' 24"

Caloosahatchee Regional Park
 200103534 (IP-MGH)
 Page 3 of 10
 April 8, 2003
 Attachment A

0' 300' 600'
 SCALE FEET



1998 Lee Co, Aerial Photograph

Overall Site Plan

SCALE: 1" = 600'

HANS J.M. WILSON
 REGISTERED PROFESSIONAL ENGINEER
 FLORIDA REGISTRATION NO. 39680
 DATE: October 11, 2002 12:07:37 p.m.
 Drawing: PASS-IPLANREV.DWG (HW)

HANS WILSON & ASSOC., INC.
 2025 W. First St. Ft. Myers, Florida 33901
 Tel: 941-334-6870 Fax: 941-334-7810
 MARINE and ENVIRONMENTAL CONSULTANTS

Caloosahatchee Regional Park

6/21/02

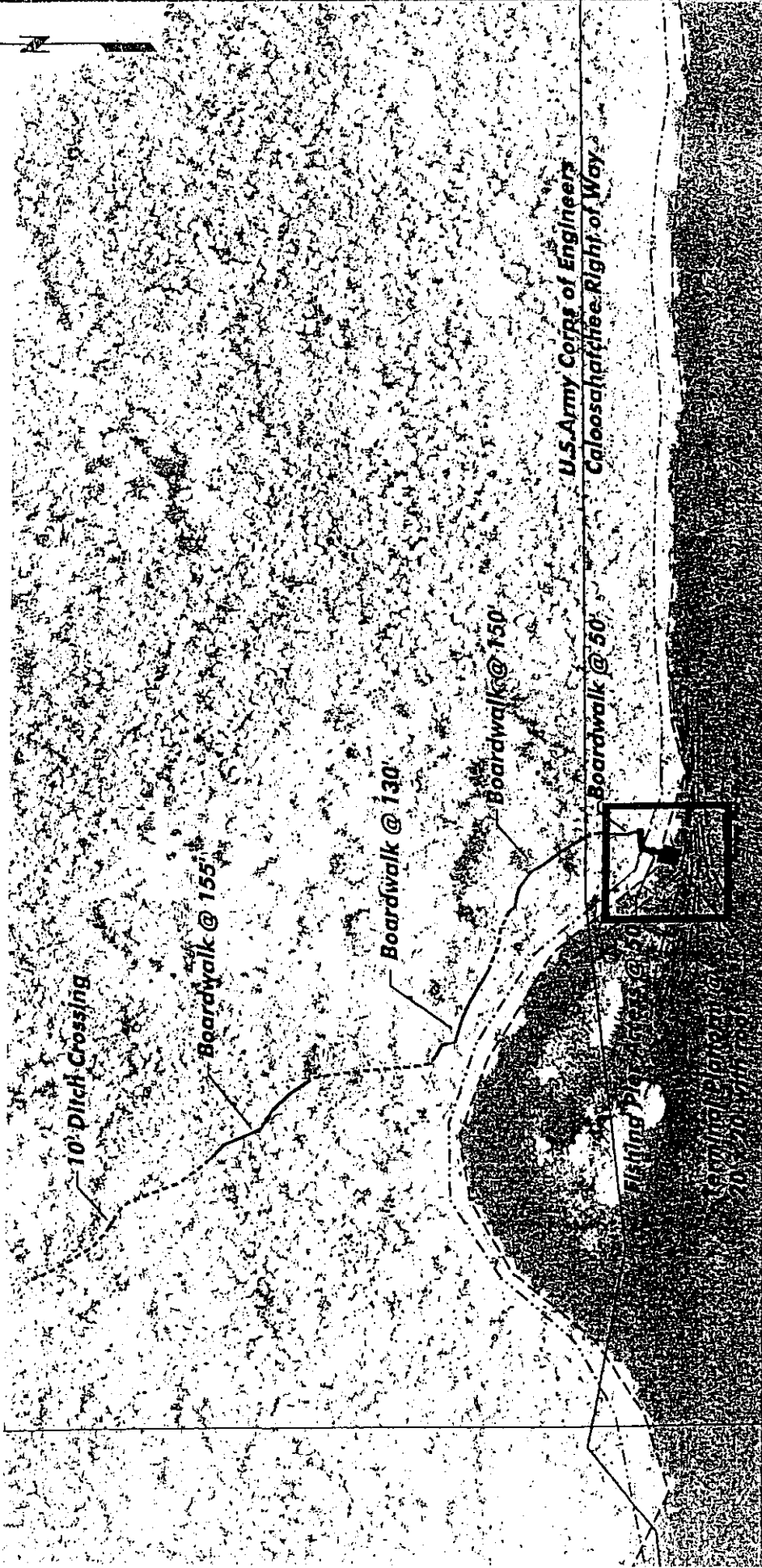
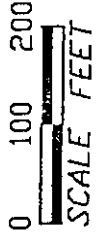
SHEET

1



SECTION: 24
 TOWNSHIP: 43 S.
 RANGE: 26 E.
 LATITUDE: 26° 41' 06"
 LONGITUDE: 81° 40' 24"

Caloosahatchee Regional Park
 200103534 (IP-MGH)
 Page 4 of 10
 April 8, 2003
 Attachment A



Boardwalk Site Plan

SCALE: 1" = 200'

HANS J.M. WILSON
 REGISTERED PROFESSIONAL ENGINEER
 FLORIDA REGISTRATION NO. 39680
 DATE: October 11, 2002 12:02:37 p.m.
 Drawing: PASS-1PLANREV.DWG (HW)

HANS WILSON & ASSOC., INC.
 2025 W. First St. Ft. Myers, Florida 33901
 Tel: 941-334-6870 Fax: 941-334-7810
 MARINE and ENVIRONMENTAL CONSULTANTS

**Caloosahatchee
 Regional Park**

6/21/02

SHEET

CA

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PERMIT USE ONLY, NOT FOR CONSTRUCTION

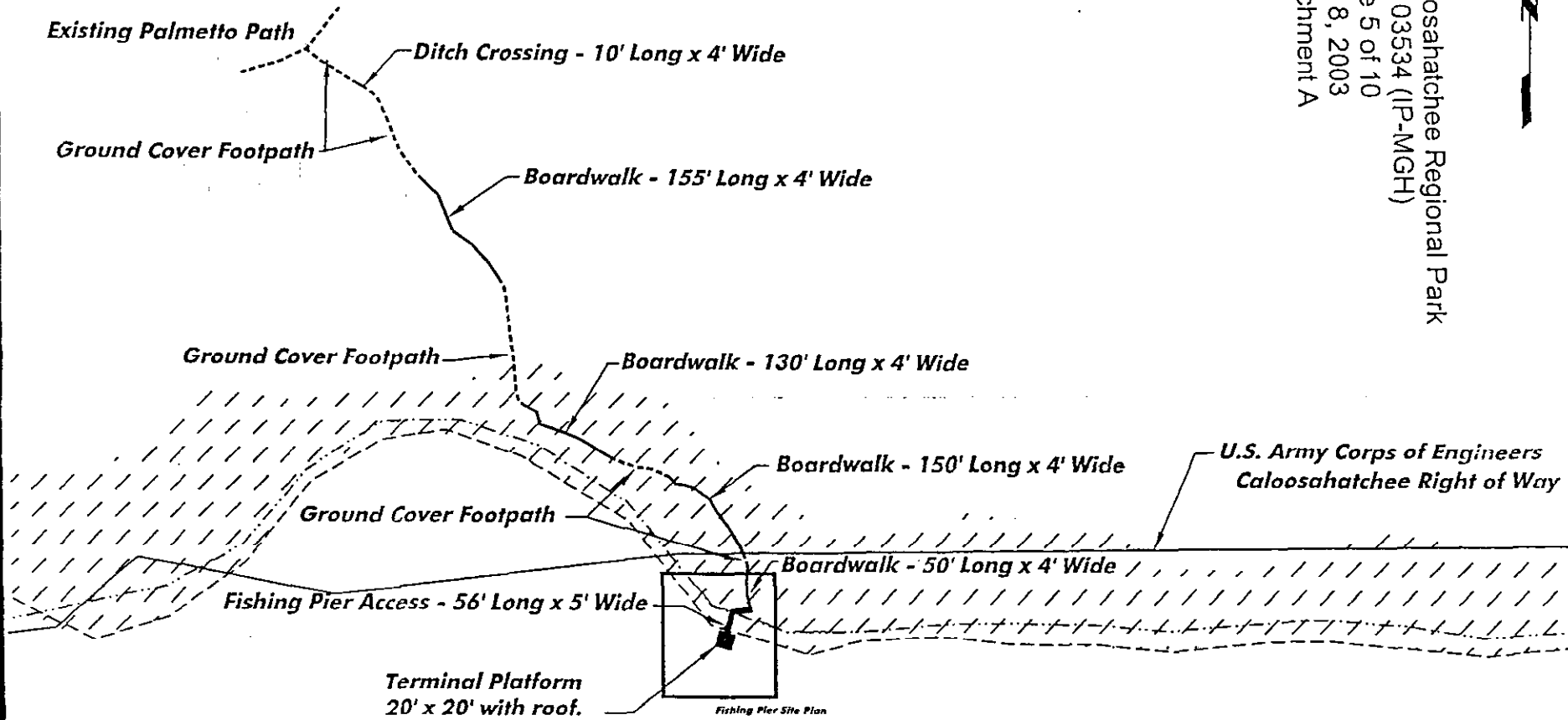


SECTION: 24
 TOWNSHIP: 43 S.
 RANGE: 26 E.
 LATITUDE: 26° 41' 06"
 LONGITUDE: 81° 40' 24"

Boardwalk - Total Length @ 495' (1,980 sq. ft.)
Footpath (Fishing Pier to Palmetto Patch Trail) @ 470'
 (no improvements proposed in trail)

0 100 200
 SCALE FEET

Caloosahatchee Regional Park
 200103534 (IP-MGH)
 Page 5 of 10
 April 8, 2003
 Attachment A



Boardwalk Site Plan

SCALE: 1" = 200'

HANS J.M. WILSON
 REGISTERED PROFESSIONAL ENGINEER
 FLORIDA REGISTRATION NO. 39680
 DATE: December 27, 2002 12:36:53 p.m.
 Drawing: PASS-1PLANREV.DWG (HW)

PERMIT USE ONLY, NOT FOR CONSTRUCTION

HANS WILSON & ASSOC., INC.

2025 W. First St. Ft. Myers, Florida 33901
 Tel: 239-334-6870 Fax: 239-334-7810
 MARINE and ENVIRONMENTAL CONSULTANTS

12/27/02

**Caloosahatchee
 Regional Park**

SHEET

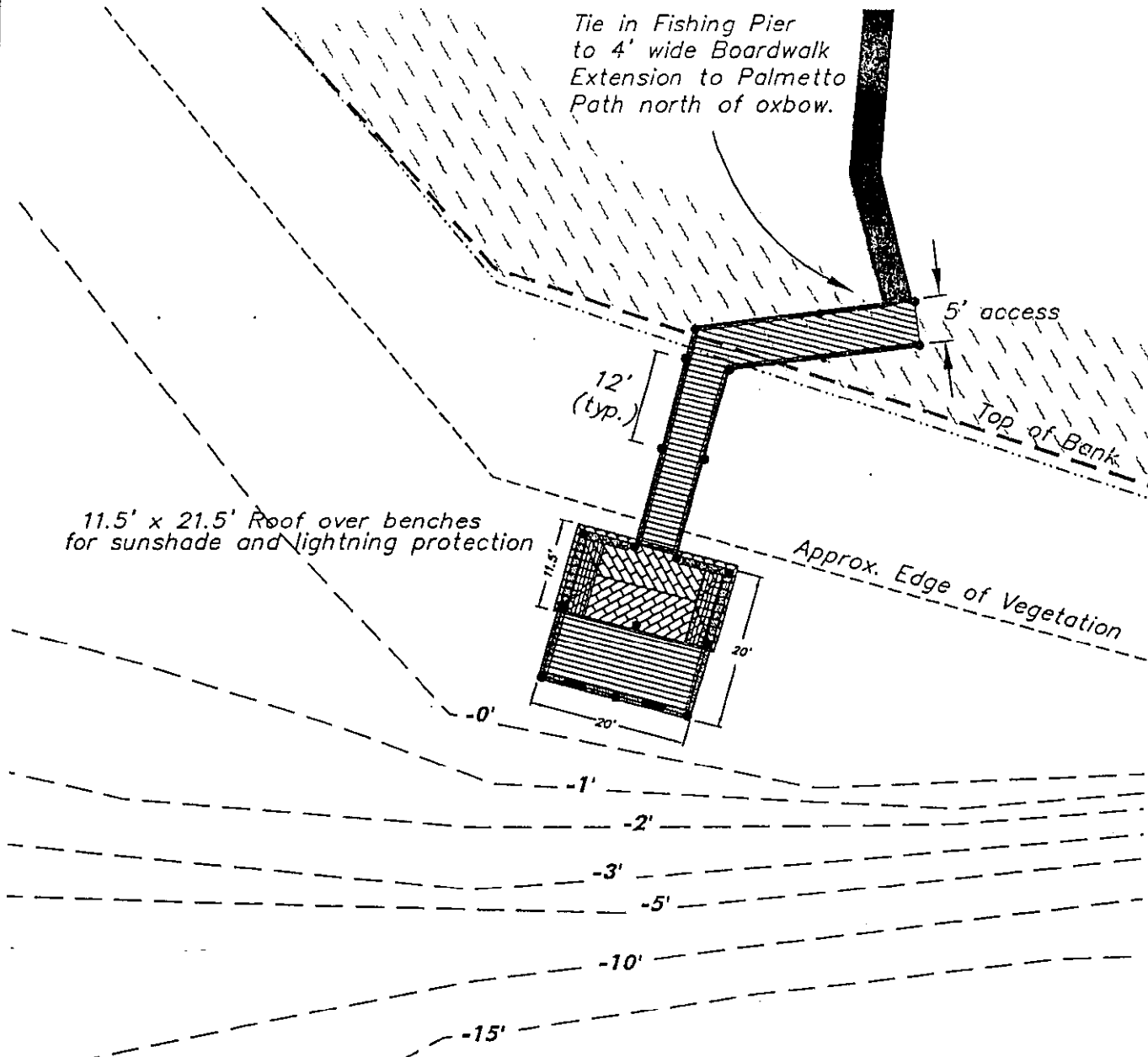
EXHIBIT "B"

SECTION: 24
 TOWNSHIP: 43 S.
 RANGE: 26 E.
 LATITUDE: 26° 41' 06"
 LONGITUDE: 81° 40' 24"

Site information provided
 by Johnson Engineering.
 Elevations assumed NGVD.



Tie in Fishing Pier
 to 4' wide Boardwalk
 Extension to Palmetto
 Path north of oxbow.



Total Fishing Pier and Access Pier
 Square Footage = 678

Fishing Pier = 400sf over water
 Access Pier = 131sf over water
 Access Pier = 147sf over land

Fishing Pier

SCALE: 1" = 20'

HANS J.M. WILSON
 REGISTERED PROFESSIONAL ENGINEER
 FLORIDA REGISTRATION NO. 39680
 DATE: December 27, 2002 12:36:53 p.m.
 Drawing: PASS-1PLANREV.DWG (HW)

PERMIT USE ONLY, NOT FOR CONSTRUCTION

HANS WILSON & ASSOC., INC.
 2025 W. First St. Ft. Myers, Florida 33901
 Tel: 239-334-6870 Fax: 239-334-7810
 MARINE and ENVIRONMENTAL CONSULTANTS

11/27/02

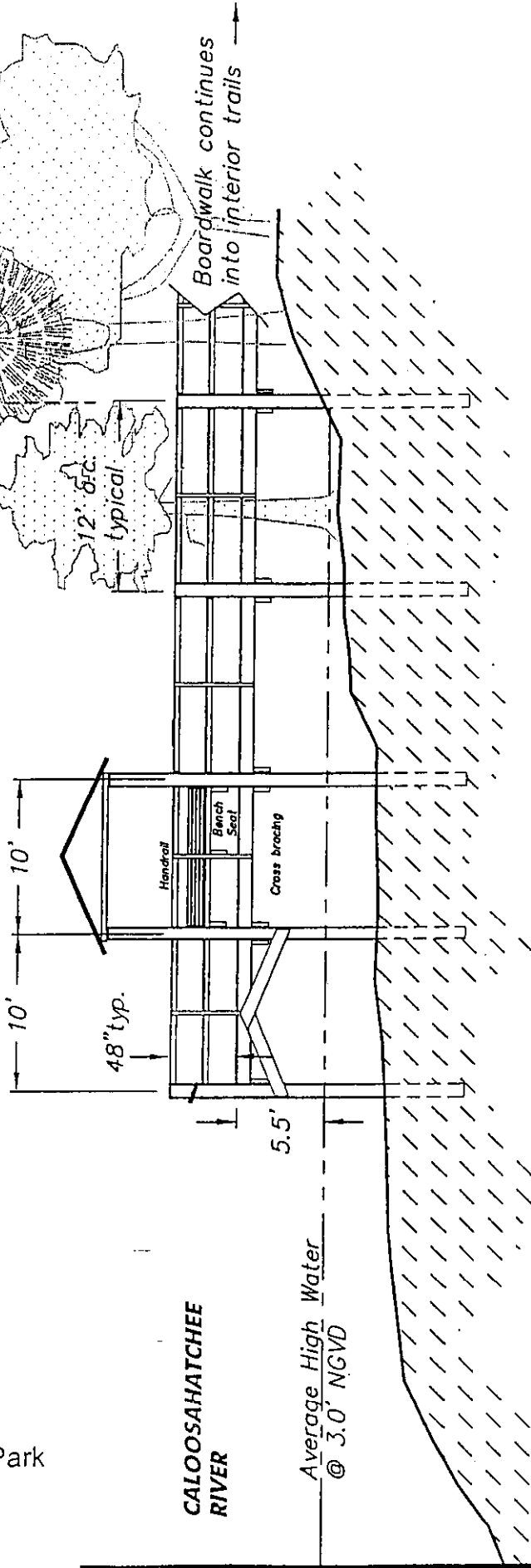
C Caloosahatchee Regional Park
 200103534 (IP-MGH)
h Page 6 of 10
 April 8, 2003

EXHIBIT "B"

SECTION: 24
 TOWNSHIP: 43 S.
 RANGE: 26 E.
 LATITUDE: 26° 41' 06"
 LONGITUDE: 81° 40' 24"

Average Waterline
 elevation @ 3.0' NGVD.

Covered deck section for
 shade and lightning
 protection.



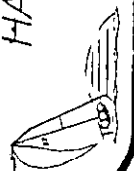
Typical Fishing Pier Cross Section

Scale 1" = 10'

HANS J.M. WILSON
 REGISTERED PROFESSIONAL ENGINEER
 FLORIDA REGISTRATION NO. 39680
 DATE: November 27, 2002 11:11:47 a.m.
 Drawing: FISHPIER01.DWG (CY)

PERMIT USE ONLY.
NOT FOR CONSTRUCTION

HANS WILSON & ASSOC., INC.
 2025 W. First St. Ft. Myers, Florida 33901
 Tel: 239-334-6870 Fax: 239-334-7810
 MARINE and ENVIRONMENTAL CONSULTANTS



**Caloosahatchee
 Regional Park**

11/27/02

SHEET

SECTION: 24
 TOWNSHIP: 43 S.
 RANGE: 26 E.
 LATITUDE: 26° 41' 06"
 LONGITUDE: 81° 40' 24"

Site information provided
 by Johnson Engineering.
 Elevations assumed NGVD.

0 10 20
 SCALE FEET

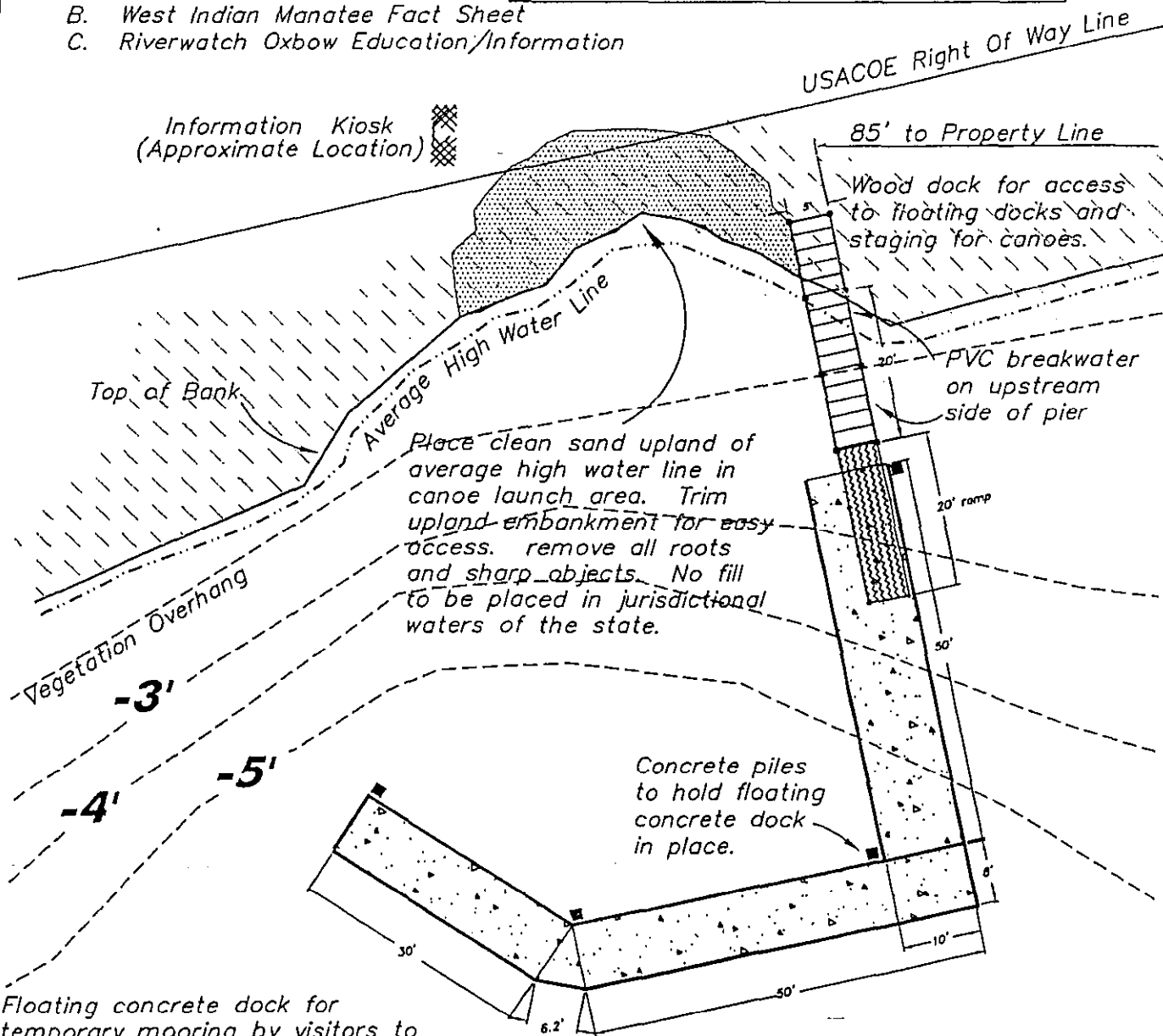
Total Access Pier and Floating Dock
 Square Footage = 1,394

Floating Dock = 1,230sf
 Access Pier = 100sf Over Water
 Access Pier = 64sf Over Land

Kiosk Signs

- A. Manatee Basics for Boaters
- B. West Indian Manatee Fact Sheet
- C. Riverwatch Oxbow Education/Information

Information Kiosk
 (Approximate Location)



Place clean sand upland of average high water line in canoe launch area. Trim upland embankment for easy access. remove all roots and sharp objects. No fill to be placed in jurisdictional waters of the state.

Floating concrete dock for temporary mooring by visitors to Caloosahatchee Regional Park. Overnight dockage by park permit only. No overnight camping in boats allowed.

Canoe Launch

SCALE: 1" = 20'

HANS J.M. WILSON
 REGISTERED PROFESSIONAL ENGINEER
 FLORIDA REGISTRATION NO. 39680
 DATE: December 27, 2002 12:36:53 p.m.
 Drawing: PASS-1PLANREV.DWG (HW)

PERMIT USE ONLY, NOT FOR CONSTRUCTION



HANS WILSON & ASSOC., INC.
 2025 W. First St. Ft. Myers, Florida 33901
 Tel: 239-334-6870 Fax: 239-334-7810
 MARINE and ENVIRONMENTAL CONSULTANTS

11/27/02

**Cal
 Re**

Caloosahatchee Regional Park
 200103534 (IP-MGH)
 Page 8 of 10
 April 8, 2003
 Attachment A

EXHIBIT "B"

SECTION: 24

TOWNSHIP: 43 S.

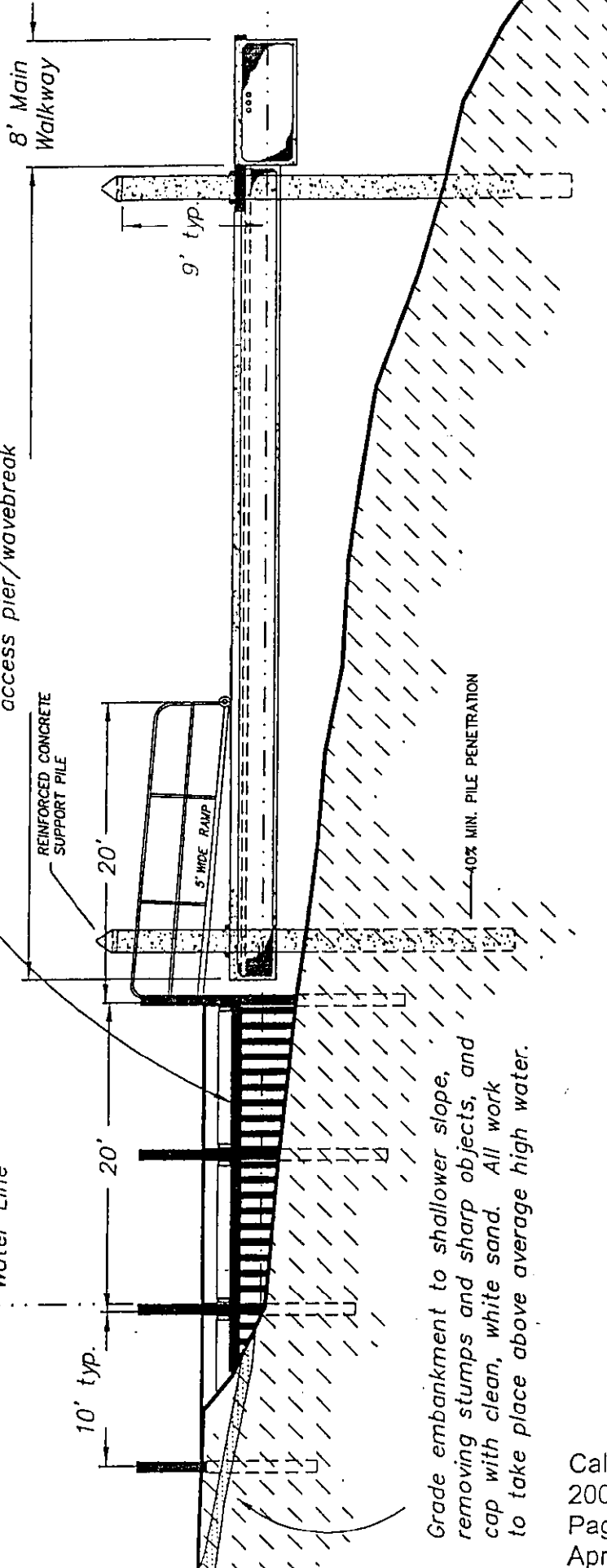
RANGE: 26 E.

LATITUDE: 26° 41' 06"

LONGITUDE: 81° 40' 24"

Install 3"x 6" vertical plastic boards reinforced with 3"x 10" horizontal beams for wave attenuation.

50' long by 10' wide concrete access pier/wavebreak



Grade embankment to shallower slope, removing stumps and sharp objects, and cap with clean, white sand. All work to take place above average high water.

Typical Canoe Launch/Dock Cross Section

Scale 1" = 10'

HANS J.M. WILSON
REGISTERED PROFESSIONAL ENGINEER
FLORIDA REGISTRATION NO. 39680
DATE: November 27, 2002 10:48:56 a.m.
Drawing: CANOESECT.DWG (CY)

IT USE ONLY,
OR CONSTRUCTION

HANS WILSON & ASSOC., INC.

2025 W. First St. Ft. Myers, Florida 33901

Tel: 239-334-6870 Fax: 239-334-7810

MARINE and ENVIRONMENTAL CONSULTANTS

Caloosahatchee
Regional Park

11/27/02

SHEET