

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

Blue Sheet No. 20040802

1. REQUESTED MOTION:

ACTION REQUESTED: Approve license for use of Conservation 20/20 site at 14790 A&W Bulb Road by Taylor Woodrow Homes to conduct mitigation activities and approve Budget Amendment Resolution for \$10,000. *CP*

WHY ACTION IS NECESSARY: Board approval is necessary to allow Taylor Woodrow to access their property for mitigation via the county's parcel.

WHAT ACTION ACCOMPLISHES: Establishes a 12-month license between the county and Taylor Woodrow allowing the latter temporary access for the sole purpose of meeting mitigation requirements.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 3**

C11A

3. MEETING DATE:

06-29-2004

4. AGENDA:

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

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN.
- CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Parks and Recreation
- C. DIVISION

BY: John Yarbrough

John Yarbrough

7. BACKGROUND: The licensee, Taylor Woodrow, currently does not have access to their development site, known as the Asbury parcel, to conduct their mitigation activities. Taylor Woodrow approached Lee County Parks & Recreation for permission to access the Asbury parcel via a Conservation 20/20 (C20/20) acquisition, site #78 which is part of the Deep Lagoon Preserve. In exchange for this permission, Taylor Woodrow will be removing approximately 10 acres of exotics from site #78 and providing the C20/20 Program, land stewardship section, with \$10,000 that will go towards the follow-up treatment of exotic removal to be done by licensee and additional restoration on site #78.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

CCM

| A Department Director | B Purchasing or Contracts | C Human Resources | D Other | E County Attorney | F Budget Services | | | | G County Manager |
|-----------------------------|------------------------------------|-------------------------|------------|-------------------------|----------------------|----------------|----------------|----------------|---------------------|
| <i>dy 6-15-04</i> | <i>N/A</i> | <i>N/A</i> | | <i>[Signature]</i> | OA | OM | Risk | GC | <i>[Signature]</i> |
| | | | | <i>6/18/04</i> | <i>6/18/04</i> | <i>6/18/04</i> | <i>6/18/04</i> | <i>6/18/04</i> | <i>6-18-04</i> |

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *6/18/04*
Time: *4:45*

Forwarded To:
[Signature]

RECEIVED BY
COUNTY ADMIN:
6/18/04
9:15 am SLT
COUNTY ADMIN
FORWARDED TO:
6-18-04
10:45 PM

RESOLUTION

Amending the Capital Improvement-Conservation 2020 Management Budget, Fund 30105 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2003-2004.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Capital Improvement- Conservation 2020 Management Budget, Fund 30105 for \$ 10,000 of the unanticipated revenue from Private funding and an appropriation of a like amount for Other Contracted Services expenditures and;

WHEREAS, the Capital Improvement- Conservation 2020 Management Budget, Fund 30105 shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

| | | |
|----------------------------------|--------------------------------|--------------|
| Prior Total: | | |
| Additions | | \$11,126,450 |
| KH5722030105.347290.9100 | Deep Lagoon Preserve –Site #78 | \$ 10,000 |
| Amended Total Estimated Revenues | | \$11,136,450 |

APPROPRIATIONS

| | | |
|------------------------------|---------------------------|--------------|
| Prior Total: | | \$11,126,450 |
| Additions | | |
| KH5722030105.503490 | Other Contracted Services | \$ 10,000 |
| Amended Total Appropriations | | \$11,136,450 |

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Capital Improvement- Conservation 2020 Budget, Fund 30105 is hereby amended to show the above additions to its Estimated Revenue and Appropriation Accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2004.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

**LICENSE FOR USE OF SITE AT 14790 A & W BULB ROAD, FORT MYERS, FL
BY TAYLOR WOODROW HOMES TO CONDUCT MITIGATION ACTIVITIES**

This Agreement made this ____ day of _____, 2004, by and between LEE COUNTY, a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners, the owner of the property located at 14790 A & W Bulb Road, Fort Myers, Florida (hereinafter referred to as "County Property"), hereinafter called the "LICENSOR" and TAYLOR WOODROW HOMES - SOUTHWEST FLORIDA DIVISION LLC, a limited liability company of the State of Florida, acting by and through its President, whose address is 2950 Immokalee Road, Suite 2, Naples, Florida 34110, hereinafter called the "LICENSEE".

WITNESSETH:

Licensor, in recognition of the mutual benefit derived from exotic tree removal and environmental restoration in and around County owned nature preserves, the covenants and agreements herein to be kept and performed by the Licensee, does hereby grant to the Licensee a license solely for the purpose of using the property located at the above address and belonging to Licensor, for ingress and egress to property owned by Licensee, to perform exotic tree removal and environmental restoration on Licensee's property described in Exhibit "A".

In further consideration of this Agreement, the parties agree as follows:

1. The Licensor does hereby grant unto Licensee a limited purpose license for access over and across Licensor's property legally described and shown in Exhibit "B" attached hereto and incorporated herein by reference and commonly known as 14790 A & W Bulb Road, Fort Myers, Florida. The purpose for which this access license is granted is limited and restricted in accordance with the following conditions:
 - (a) The access way to be utilized by Licensee will be limited to a width of approximately sixteen (16) feet and will, to the extent possible, utilize the pre-existing runway that was previously constructed on the

property.

- (b) The access license will be used by Licensee for the purpose of transporting equipment necessary to clear exotic vegetation from the property shown in Exhibit "A" and from the adjoining parcel owned by the Licensor. The access license granted herein shall not be used by Licensee on a permanent basis or for conducting any long term development activities.
 - (c) In addition to clearing the exotic vegetation required by the ERP permit, Licensee agrees that it will clear the remaining exotic vegetation on Licensor's property (attached Exhibit "B") north of the access way license granted herein and comprised of approximately ten (10) acres of land.
 - (d) On areas within the access way license that are not located on the previously constructed runway, Licensee will use mats and gravel only in order to stabilize the access license area. No asphalt or permanent paving material will be utilized over the access way license. Licensee agrees to restore the access way area to its original condition and to the satisfaction of Licensor upon completion of the exotic removal and environmental restoration activities contemplated by the ERP permit.
2. In consideration of the granting of the license contemplated herein, Licensee agrees to pay to Licensor the sum of Ten Thousand and No/100 Dollars (\$10,000.00) within thirty (30) days of execution of this Agreement by both parties. This payment will be utilized by County to fund future environmental improvements for lands held by County pursuant to the Conservation 20/20 Program.
 3. This License is revocable upon thirty (30) days written notice from Licensor.
 4. Licensee will not use the property described in Exhibit "B" for any purpose other than those specified in this license.
 5. Licensee will exercise reasonable care in protecting the Licensor's land from

any damage or loss which may be caused by its use thereof.

6. Licensee agrees to indemnify and hold harmless and defend the Licensor and its agents from and against any losses, claims, demands and actions brought or recoverable against it by reason of any act or omission by the Licensee, its agents, employees or subcontractors for any injury resulting from Licensee's actions on said property during the above described activities.
7. Licensee warrants that it is vested with the authority to enter into this license agreement with Licensor.
8. This License shall be effective on _____ and extend for an initial term of twelve (12) months, which at the expiration of such term may be renewable upon the written concurrence of both parties, for one (1) additional twelve (12) month period and/or may be revocable by the Licensor by giving the Licensee thirty (30) days written notice to cease use of the premises.

Signed and sealed the date above written.

ATTEST:
CHARLIE GREEN, CLERK OF COURTS

LICENSOR - LEE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM

By: _____
Office of the County Attorney

[Signature]

Witness

[Signature]

Printed Name

[Signature]

Witness

MICHAEL DADY

Printed Name

LICENSEE - TAYLOR WOODROW HOMES - SOUTHWEST FLORIDA DIVISION LLC a Florida Limited Liability Co.

By: [Signature]
President

APPROVED AS TO FORM:

By: [Signature]
Russell P. Schropp, Esquire
Attorney for Licensee

STATE OF FLORIDA) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 10 day of July, 2004, by [Signature], an individual who is personally known to me or produced _____ as identification and did (did not) take an oath.

[Signature]

Notary Public

[Signature]

(Print Name)

My Commission Expires:



Heather J. Allen
MY COMMISSION # DD239611 EXPIRES
August 31, 2007
BONDED THROUGH FAIN INSURANCE, INC.

EXHIBIT "A"

DESCRIPTION (AS-PROVIDED)

Parcel in
Section 29, Township 45 South, Range 24 East
Lee County, Florida

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 (ONE-QUARTER) OF THE SOUTHEAST 1/4 (ONE-QUARTER) OF THE AFORESAID SECTION 29;

THENCE NORTH 00°59'17" WEST ALONG THE EAST LINE OF SAID FRACTION A DISTANCE OF 2,608.94 FEET TO THE INTERSECTION WITH THE EAST-WEST 1/4 (ONE-QUARTER) SECTION LINE;

THENCE NORTH 00°57'17" WEST ALONG THE EAST LINE OF THE WEST ½ (ONE-HALF) OF THE NORTHEAST 1/4 (ONE-QUARTER) OF SAID SECTION 29 A DISTANCE OF 1,263.13 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF MCGREGOR BLVD;

THENCE SOUTH 45°47'17" WEST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 1,166.75 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 47°14'24" WEST A DISTANCE OF 741.69 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 44°32'44" EAST A DISTANCE OF 111.80 FEET TO AN INTERSECTION WITH THE NORTH-SOUTH 1/4 (ONE-QUARTER) SECTION LINE OF SAID SECTION 29;

THENCE ALONG SAID 1/4 SECTION LINE SOUTH 01°03'31" EAST A DISTANCE OF 2,493.58 FEET TO THE SOUTH 1/4 (ONE-QUARTER) OF SAID SECTION 29;

THENCE NORTH 89°11'17" EAST ALONG THE SOUTH LINE OF THE WEST ½ (ONE-HALF) OF THE SOUTHEAST 1/4 (ONE-QUARTER) OF SAID SECTION 29 A DISTANCE OF 1,322.26 FEET TO THE POINT OF THE BEGINNING OF THE PARCEL HEREIN DESCRIBED.

EXHIBIT "B"

Licensors's Property

The East half of the Southeast quarter of Section 29, Township 45 South, Range 24 East,
Less the South 195' of the East 450', Lee County, Florida.