

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

Consent No. DACW17-9-18-0090
Project: Intracoastal Waterway,
Tributary Channel, Okeechobee Waterway
Lee County, Florida
Tract No. 128

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 Real Estate Contracting Officer, Chief Real Estate Division, Programs Directorate, South Atlantic Division, 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 tracts 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, install, use, maintain, repair, replace and remove a concrete boat ramp, concrete armor mat and seawall, together with a fixed wood mooring dock, riprap and wood pilings, in, on, over and across a portion of the land identified as Tract No. 128, Section 22, Township 43 South, Range 27 East, Lee County Florida. The area comprising 0.07 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 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 have 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 super-vision 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, to the extent allowed by law.

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 unduly 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 unduly 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 its 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 with Department of the Army Permit No. SAJ-2015-03750 (SP-BEM), incorporated herein by reference. That no additional structures shall


be constructed water ward 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 8th day of June 2018.

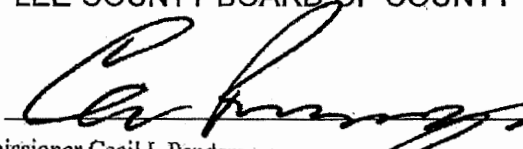
UNITED STATES OF AMERICA

BY: 
William A. LeShore
Real Estate Contracting Officer
Chief, Real Estate Division
Programs Directorate
South Atlantic Division

AGREED TO AND ACCEPTED

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

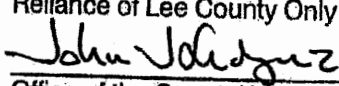
LINDA DOGGETT
CLERK OF CIRCUIT COURT

BY: 
Commissioner Cecil L. Pendergrass
Lee County Board of County Commissioners
District 2



ATTEST:

BY: 
DEPUTY CLERK

Approved as to Form for the
Reliance of Lee County Only

Office of the County Attorney

TWP 43S
R0E 27E
LEE CO



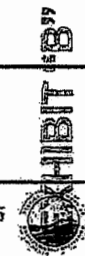
CORPS OF ENGINEERS

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ALVA BOAT RAMP RENOVATION

PERMIT DRAWINGS

RECEIVED November 25, 2015
South District DEP



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b7c

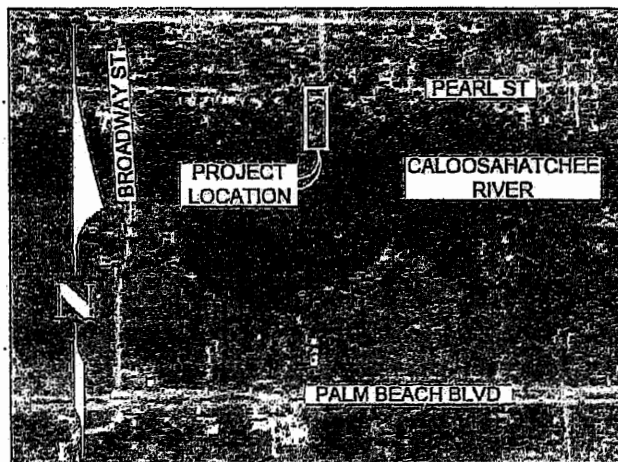
PREPARED FOR:

LEE COUNTY BOARD OF COMMISSIONERS

AREA OF STRUCTURES OVER WATER	
DOCK	909 SF
ADA ACCESS	336 SF
BOAT RAMP	1,300 SF
REVTMENT	1,584 SF
TOTAL	4,129 SF

LEGEND

- = GUY POLE
- = POWER POLE
- = SIGN
- = LIGHT POLE ON CONC. PAD
- = PALM TREE (TRUNK)
- = PINE TREE (TRUNK)
- = OAK TREE (TRUNK)
- = CITRUS TREE (TRUNK)
- = PROPERTY LINE
- = FENCE
- = TOP OF SWALE
- = APPROXIMATE LIMITS OF CRUSHED SHELL AREAS
- = FOUND CONCRETE MONUMENT W/ ALUMINUM DISC STAMPED "DENI & ASSOCIATES LB 2848"
- = FOUND BROKEN CONCRETE MONUMENT
- = SET PK NAIL & DISC STAMPED "CEC LB 2464"
- = FOUND 5/8" IRON ROD AND CAP STAMPED "DENI & ASSOCIATES LB 2848"
- RCP = REINFORCED CONCRETE PIPE
- CPP = CORRUGATED PLASTIC PIPE



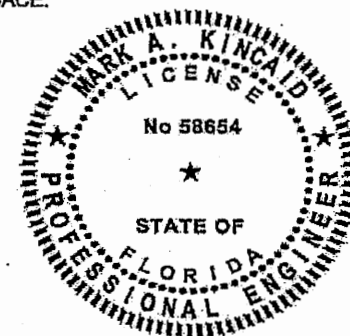
LOCATION MAP
N.T.S.

NOTES:

1. TOPOGRAPHIC AND BATHYMETRIC SURVEY COMPLETED BY COASTAL ENGINEERING CONSULTANTS, INC., ON JUNE 11, 2015.
2. STATE PLANE COORDINATES ARE BASED ON THE TRANSVERSE MERCATOR PROJECTION FOR THE WEST ZONE OF FLORIDA AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83).
3. ELEVATIONS SHOWN HEREON ARE IN FEET AND TENTHS AND REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988). REFERENCE BENCHMARK: H415, ELEVATION 13.47' NAVD88, NORTHING 863,642.81, EASTING 778,349.80.
4. SURVEY ACCURACY STANDARDS, QUALITY CONTROL, AND QUALITY ASSURANCE REQUIREMENTS WERE FOLLOWED DURING THIS SURVEY IN ACCORDANCE WITH USACE EM 1110-2-1003, HYDROGRAPHIC SURVEYING MANUAL, 1 JAN 02.
5. INFORMATION SHOWN HEREON REFLECTS CONDITIONS AS THEY EXISTED ON THE SURVEY DATE SHOWN AND CAN ONLY BE CONSIDERED INDICATIVE OF CONDITIONS AT THAT TIME.
6. AERIAL PHOTOGRAPHY OBTAINED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, DATED 2014.
7. HIGH WATER (HW) ELEVATION BASED ON 5 YEAR RECORD. HIGH WATER SURFACE DAILY LOGS PROVIDED BY USACE.

INDEX:

1. COVER SHEET
2. EXISTING CONDITIONS PLAN
3. PROPOSED UPLAND SITE PLAN
4. PROPOSED BOAT RAMP PLAN & SECTION A-A
5. PROPOSED BOAT RAMP SECTIONS B-B & C-C
6. PROPOSED ADA ACCESS & DOCK PLAN
7. PROPOSED ADA ACCESS SECTIONS D-D & E-E
8. PROPOSED DOCK SECTIONS F-F & G-G
9. PROPOSED DOCK SECTION H-H



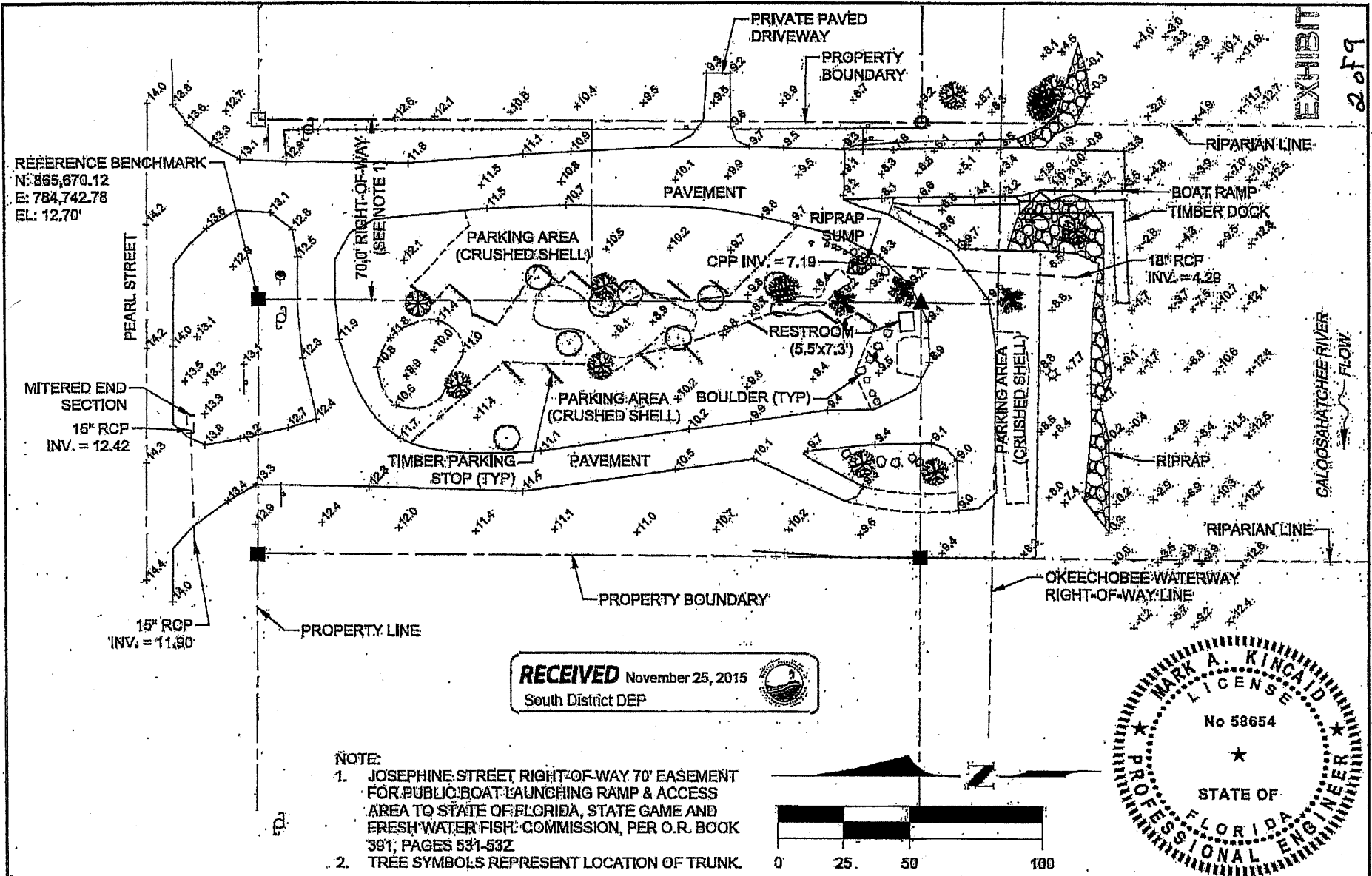
COASTAL ENGINEERING CONSULTANTS, INC.
A CECI GROUP COMPANY
Serving Florida Since 1977
3106 SOUTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104

CIVIL ENGINEERING SURVEY & MAPPING
COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES
PHONE: (239) 643-2324
FAX: (239) 643-1143
www.coastalengineering.com
E-Mail: info@cedit.com

CLIENT: LEE COUNTY BOARD OF COMMISSIONERS

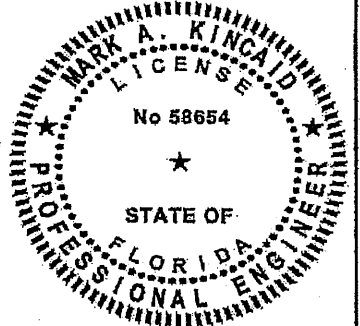
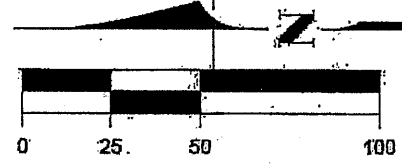
TITLE: ALVA BOAT RAMP RENOVATION
COVER SHEET

DATE:	10/19/2015	SCALE:	AS NOTED
DRAWN:	SDS	FE:	
CHECKED:	MAK	PCL	
SEC.	TWP.	RNG.	
ACAD NO.	13029-P.dwg		
REF. NO.	13029	NO.	DATE BY REVISION DESCRIPTION



RECEIVED November 25, 2015
South District DEP

- NOTE:**
1. JOSEPHINE STREET RIGHT-OF-WAY 70' EASEMENT FOR PUBLIC BOAT LAUNCHING RAMP & ACCESS AREA TO STATE OF FLORIDA, STATE GAME AND FRESH WATER FISH COMMISSION, PER O.R. BOOK 391, PAGES 531-532.
 2. TREE SYMBOLS REPRESENT LOCATION OF TRUNK.



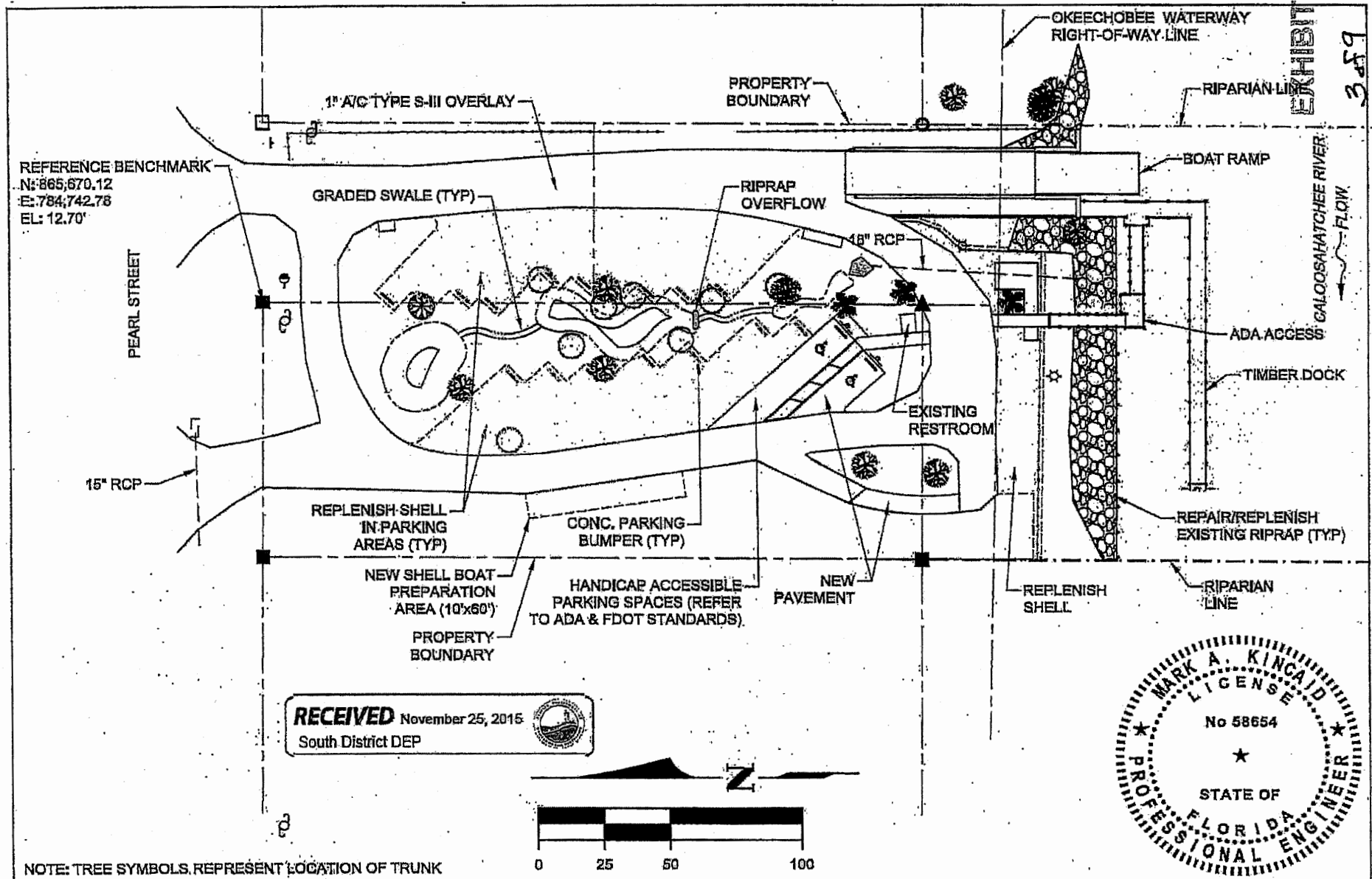
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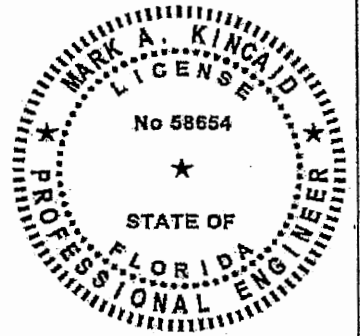
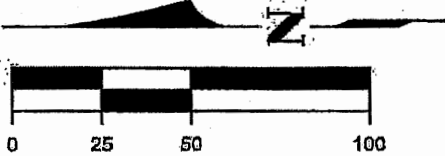
CLIENT: **LEE COUNTY BOARD OF COMMISSIONERS**
TITLE: **ALVA BOAT RAMP RENOVATION EXISTING CONDITIONS PLAN**

DATE:	10/19/2015	SCALE:	AS NOTED
DRAWN:	SDB	FB:	
CHECKED:	MAX	PG:	
SEC:	TWP.	RNG.	
AGAD NO.	13029-P.dwg		
REF. NO.	13029	NO.	DATE BY REVISION DESCRIPTION

EXHIBIT "B"
359

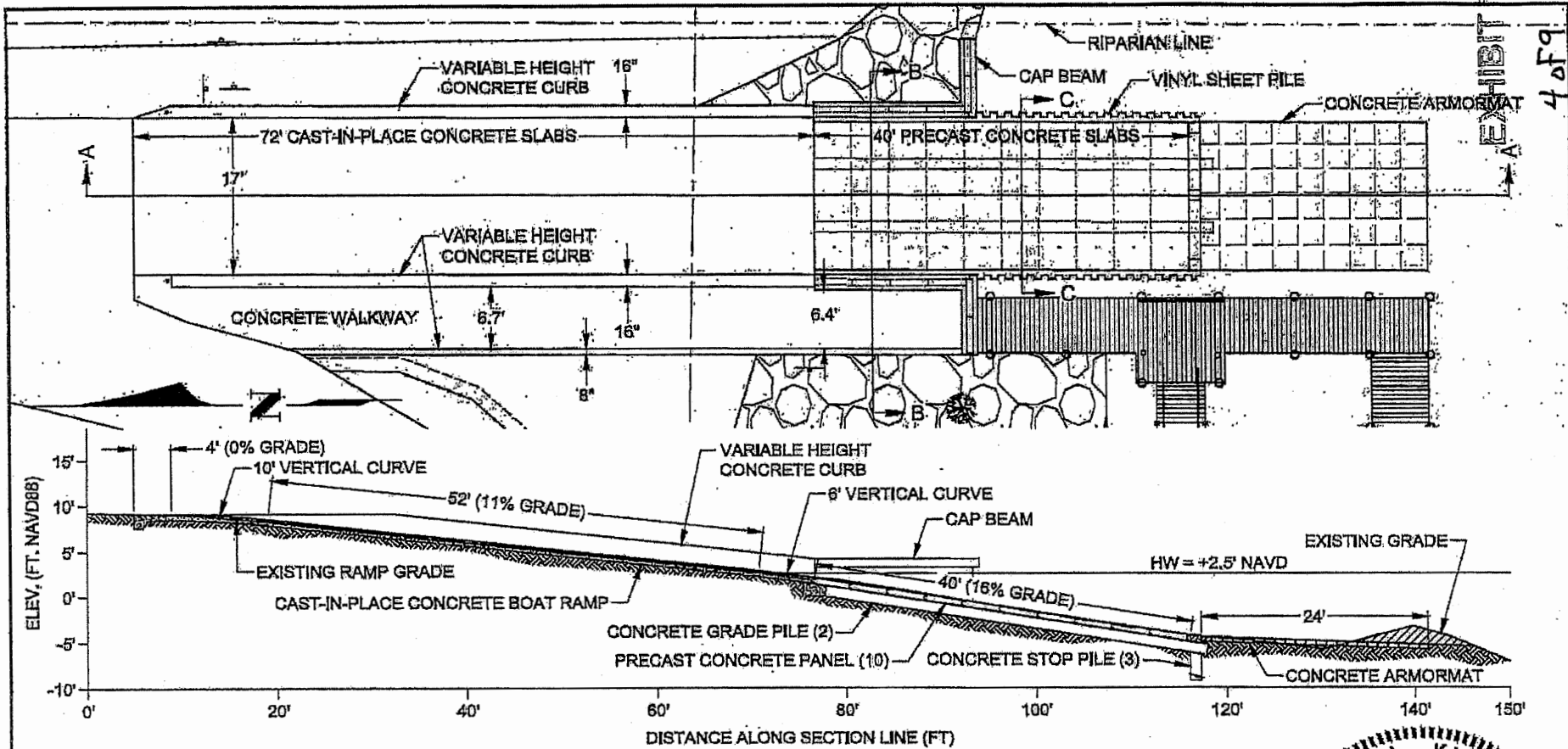


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South District DEP

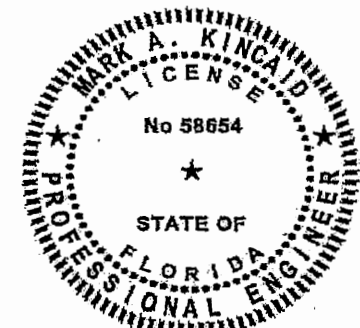


NOTE: TREE SYMBOLS REPRESENT LOCATION OF TRUNK

SHEET 3 REFERENCE DRAWING	COASTAL ENGINEERING CONSULTANTS INC. A CECO GROUP COMPANY Serving Florida Since 1977 3106 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104	CIVIL ENGINEERING SURVEY & MAPPING COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES PHONE: (239)843-2324 FAX: (239)843-1143 www.coastalengineering.com E-Mail: info@ceci.com	CLIENT: LEE COUNTY BOARD OF COMMISSIONERS TITLE: ALVA BOAT RAMP RENOVATION PROPOSED UPLAND SITE PLAN	DATE: 10/18/2015 DRAWN: SDB CHECKED: MAK SEC.: TWP. ACAD NO.: 13028-P.dwg REF. NO.: 13028	SCALE: AS NOTED P.B. PG. PNG. NO. DATE BY REVISION DESCRIPTION



SECTION A-A

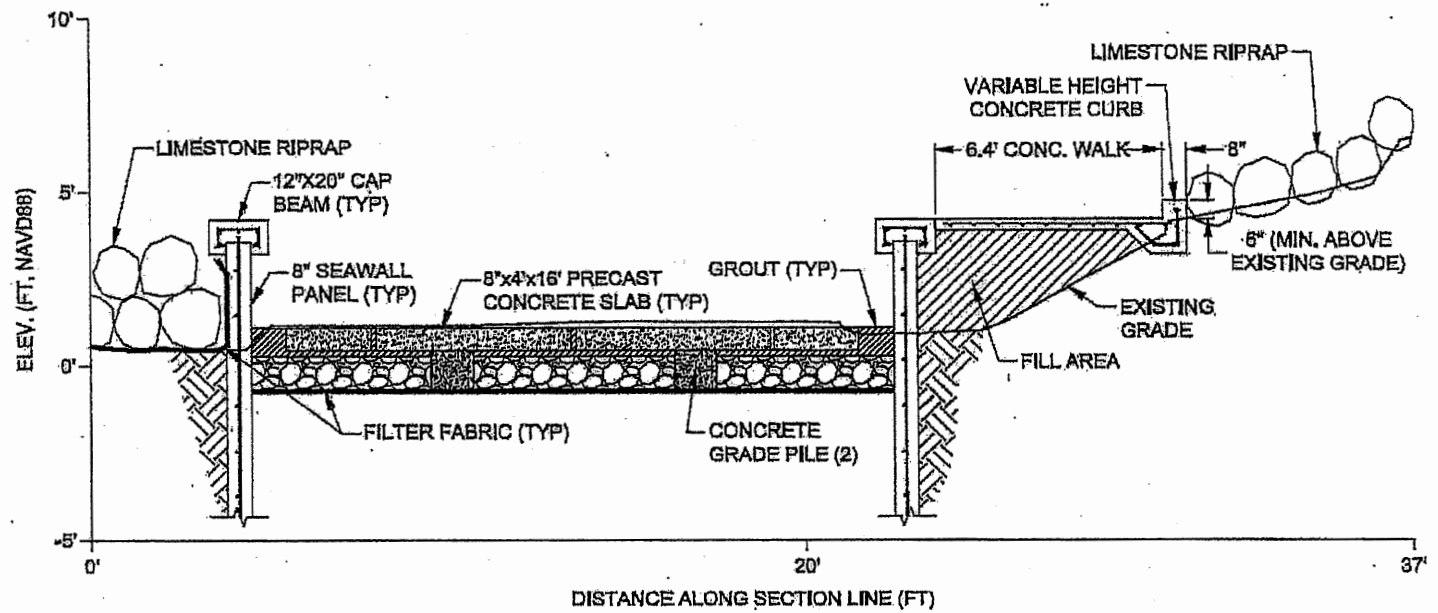


RECEIVED November 25, 2015
South District: DEP

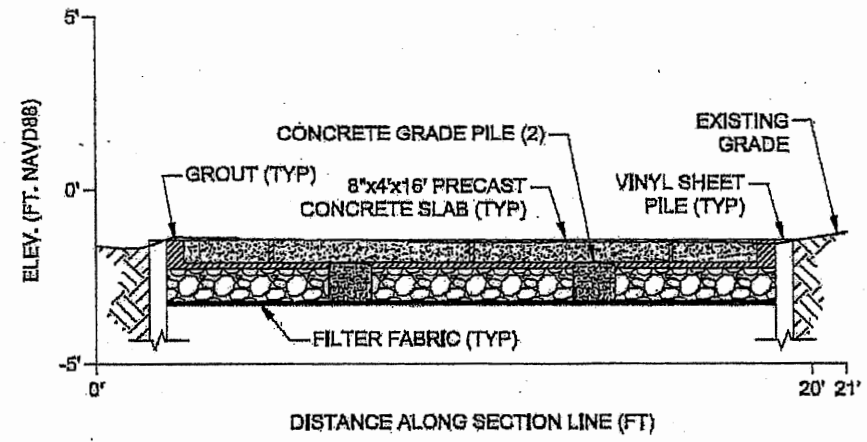
SCALE: 1" = 16'

<p>COASTAL ENGINEERING CONSULTANTS INC. A CECI GROUP COMPANY Serving Florida Since 1977 3106 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104</p>	<p>CIVIL ENGINEERING SURVEY & MAPPING COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES</p> <p>PHONE: (239) 643-2324 FAX: (239) 643-1143 www.coastalengineering.com E-Mail: info@ceci.com</p>	<p>CLIENT: LEE COUNTY BOARD OF COMMISSIONERS</p> <p>TITLE: ALVA BOAT RAMP RENOVATION PROPOSED BOAT RAMP PLAN & SECTION A-A</p>	DATE: 10/19/2015	SCALE: AS NOTED				
			DRAWN: SDB	FB.				
			CHECKED: MAK	PG.				
			SEC. TWP.	RNG.				
			ACAD NO.	13029-P.dwg				
			REF. NO.	13029	NO.	DATE	BY	REVISION DESCRIPTION

EXHIBIT B 4 of 9

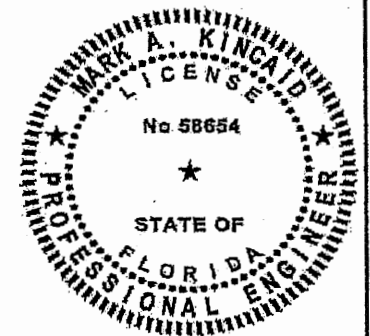


SECTION B-B



SECTION C-C

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SCALE: 1" = 5'

COASTAL ENGINEERING CONSULTANTS INC.
A CECI GROUP COMPANY
Serving Florida Since 1977
3106 SOUTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104

CIVIL ENGINEERING SURVEY & MAPPING
COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES
PHONE: (239) 643-2324
FAX: (239) 643-1143
www.coastaleng[neering].com
E-Mail: info@cedit.com

CLIENT: **LEE COUNTY BOARD OF COMMISSIONERS**
TITLE: **ALVA BOAT RAMP RENOVATION PROPOSED BOAT RAMP SECTIONS B-B & C-C**

DATE:	10/19/2015	SCALE:	AS NOTED
DRAWN:	SDS	F.S.	
CHECKED:	MAK	P.G.	
SEC:	TWP.	RNG.	
ACAD NO.	13029-P.dwg		
REF. NO.	13029	NO.	DATE BY REVISION DESCRIPTION

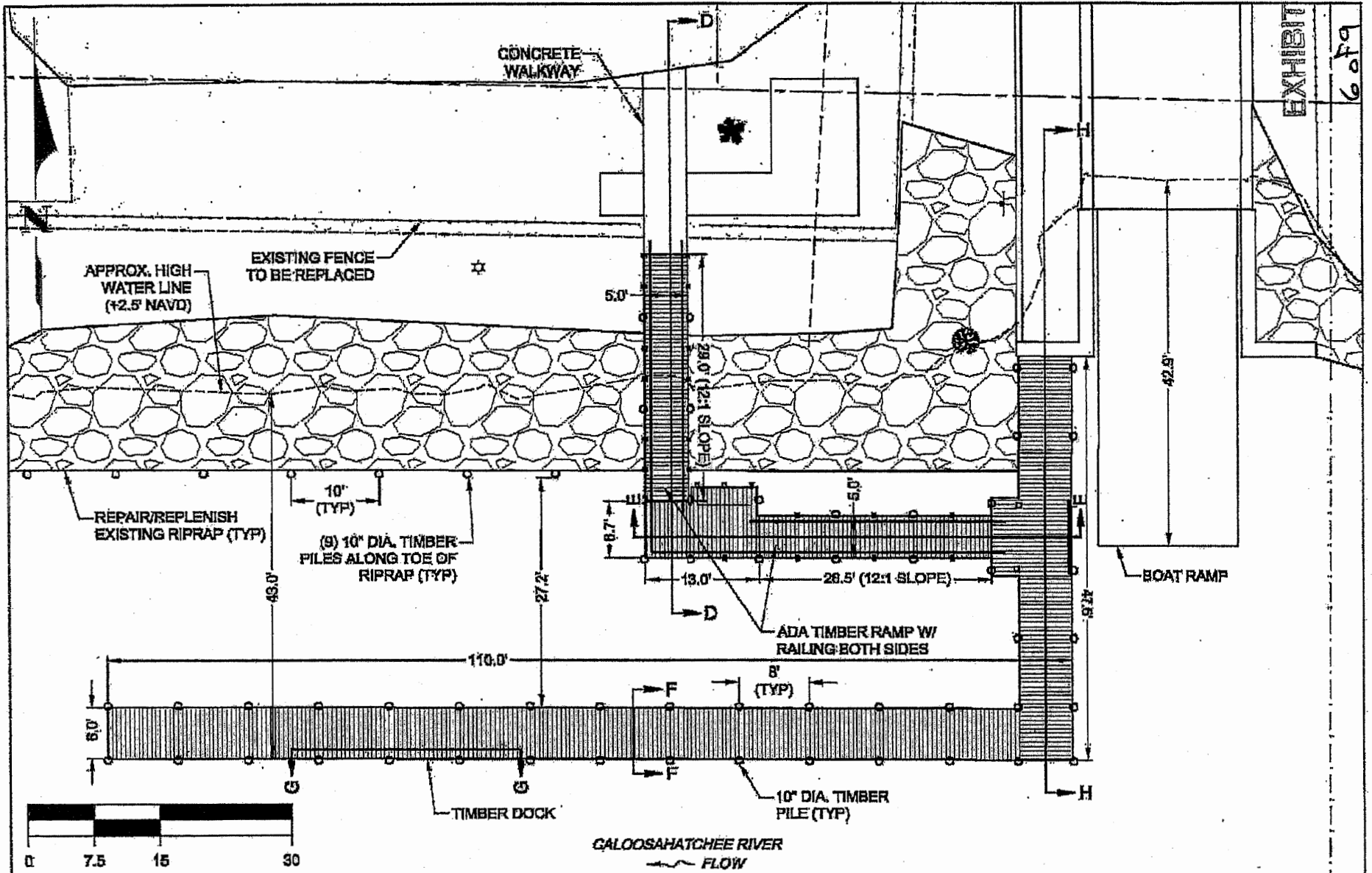
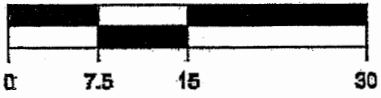


EXHIBIT "B"
49
6



COASTAL ENGINEERING CONSULTANTS INC.
A CECI GROUP COMPANY
Serving Florida Since 1977
3106 SOUTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104

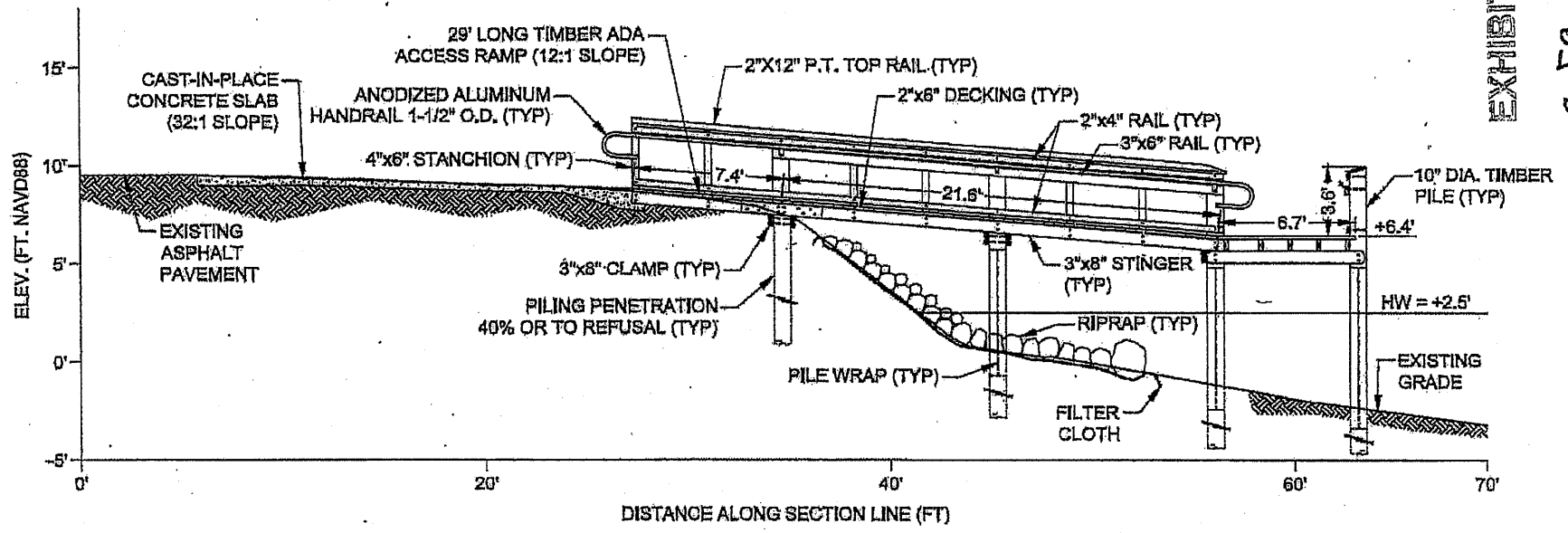
CIVIL ENGINEERING
SURVEY & MAPPING
COASTAL ENGINEERING
ENVIRONMENTAL
PLANNING SERVICES
PHONE: (239) 643-2324
FAX: (239) 643-1143
www.coastalengineering.com
E-Mail: info@ceci.com

CLIENT: **LEE COUNTY BOARD OF COMMISSIONERS**
TITLE: **ALVA BOAT RAMP RENOVATION
PROPOSED ADA ACCESS & DOCK PLAN**

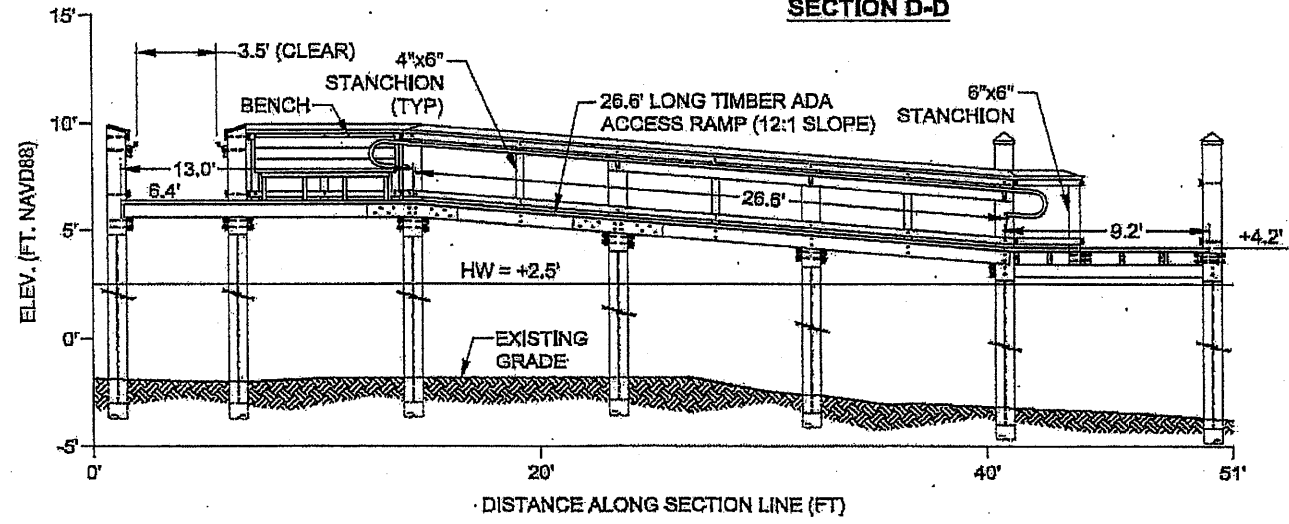
DATE:	10/18/2016	SCALE:	AS NOTED
DRAWN:	SDB	PR:	
CHECKED:	MAK	PL:	
REG:	TYP.	PRG:	
AGAD NO.:	13020-P-478		
REV. NO.:	13020		

NO.	DATE	BY	REVISION DESCRIPTION
1	4/1/16	MAK	ISSUE FOR RESPONSE
2	5/24/16	MAK	ISSUE FOR RESPONSE

EXHIBIT B
70F9

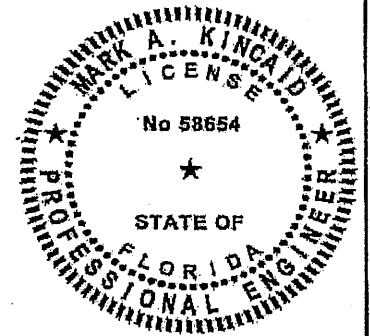


SECTION D-D



SECTION E-E

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SCALE: 1" = 8'

<p>COASTAL ENGINEERING CONSULTANTS INC. A CEDF GROUP COMPANY Serving Florida Since 1977 3106 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104</p>	<p>CIVIL ENGINEERING SURVEY & MAPPING COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES</p>	<p>CLIENT: LEE COUNTY BOARD OF COMMISSIONERS TITLE: ALVA BOAT RAMP RENOVATION PROPOSED ADA ACCESS SECTIONS D-D & E-E</p>	<p>DATE: 10/19/2015 DRAWN: SOB CHECKED: MAK SEC: TWP ACAD NO.: 13029-P.dwg REF. NO.: 13029</p>	<p>SCALE: AS NOTED F.S. PG. RNG.</p>	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>REVISION DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	BY	REVISION DESCRIPTION												
	NO.	DATE	BY	REVISION DESCRIPTION																	

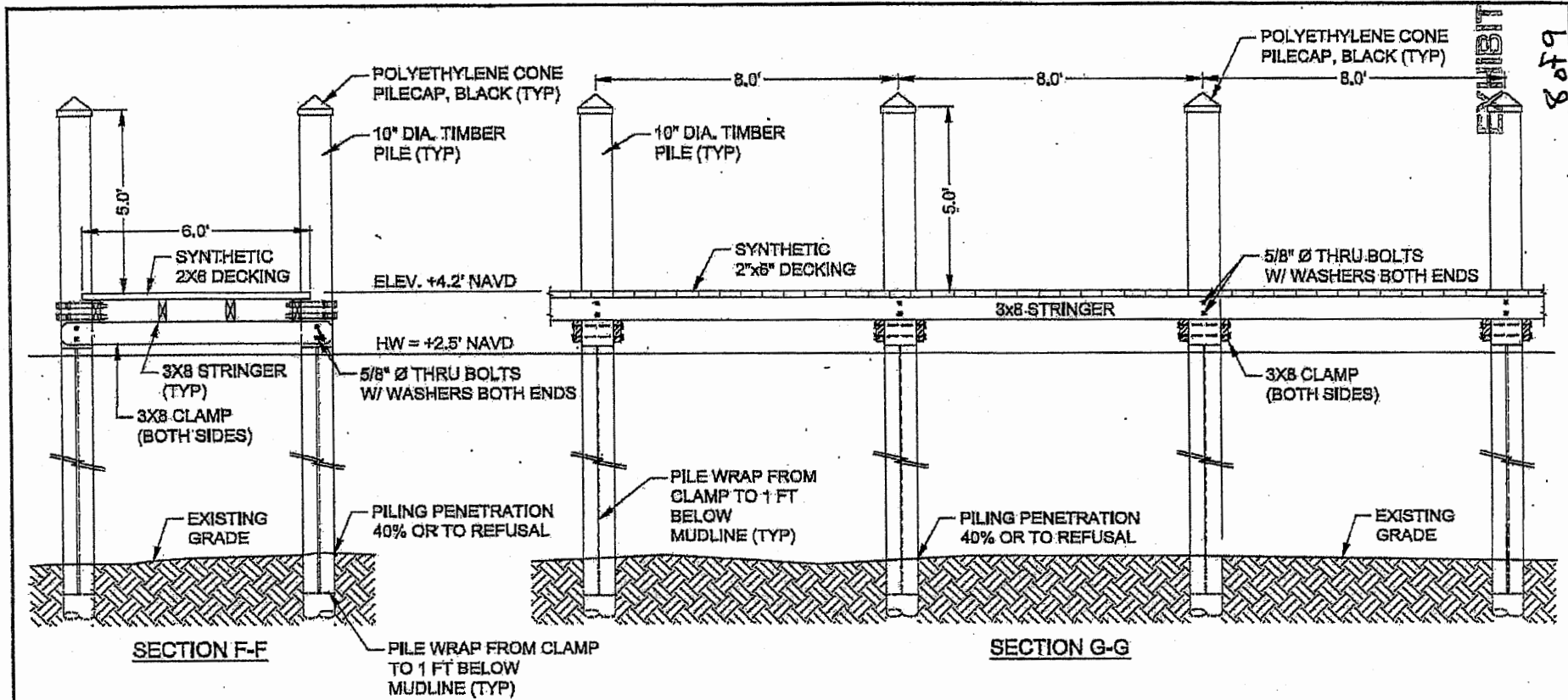
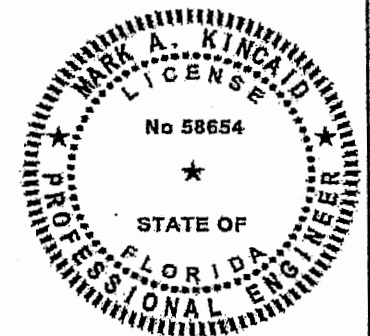


EXHIBIT "B"
8 of 9

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SCALE: 1" = 4'

COASTAL ENGINEERING CONSULTANTS INC.
A CECI GROUP COMPANY
Serving Florida Since 1977
3108 SOUTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104

CIVIL ENGINEERING
SURVEY & MAPPING
COASTAL ENGINEERING
ENVIRONMENTAL
PLANNING SERVICES
PHONE: (239) 643-2324
FAX: (239) 643-1143
www.coastalengineering.com
E-Mail: info@cedci.com

CLIENT: **LEE COUNTY BOARD OF COMMISSIONERS**
TITLE: **ALVA BOAT RAMP RENOVATION
PROPOSED DOCK SECTIONS
F-F & G-G**

DATE:	10/19/2015	SCALE:	AS NOTED
DRAWN:	SOB	F.B.	
CHECKED:	MAK	P.G.	
SEC:	TWP.	RNG.	
ACAD NO.	19029-P.dwg		
R.F.R. NO.	13029	NO.	DATE BY REVISION DESCRIPTION

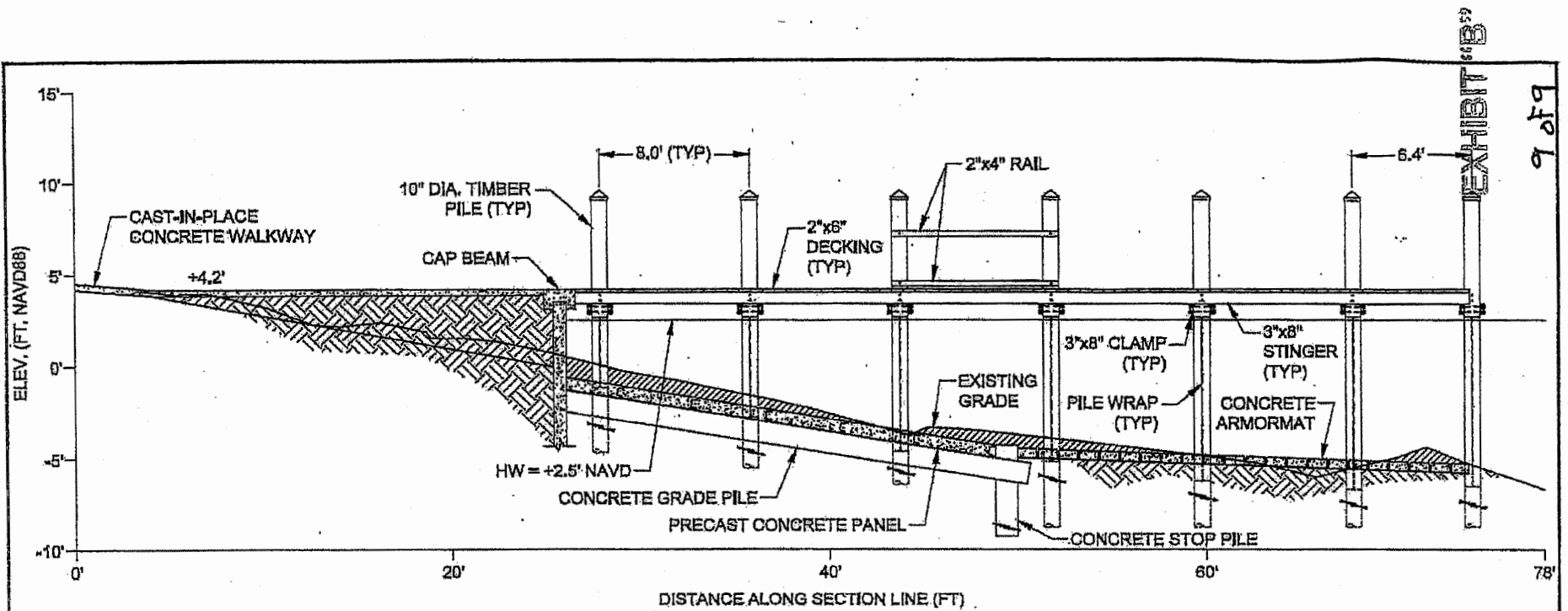
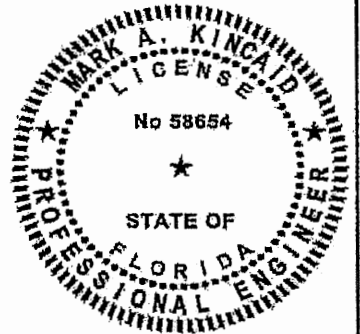


EXHIBIT "B"
9 of 9

RECEIVED November 25, 2015
South District-DEP



SCALE: 1" = 8'

<p>COASTAL ENGINEERING CONSULTANTS INC. A CEGI GROUP COMPANY Serving Florida Since 1977 3108 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104</p>	<p>CIVIL ENGINEERING SURVEY & MAPPING COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES PHONE: (239) 643-2324 FAX: (239) 643-1143 www.coastalengineering.com E-Mail: info@cedfi.com</p>	<p>CLIENT: LEE COUNTY BOARD OF COMMISSIONERS</p>	<p>DATE: 10/19/2015</p>	<p>SCALE: AS NOTED</p>	
		<p>TITLE: ALVA BOAT RAMP RENOVATION PROPOSED DOCK SECTION H-H</p>	<p>DRAWN: SDB</p>	<p>CHECKED: MAK</p>	<p>SEC. TWP. RNS.</p>
			<p>REF. NO. 13029</p>	<p>NO. DATE BY</p>	<p>REVISION DESCRIPTION</p>



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT, CORPS OF ENGINEERS
701 SAN MARCO BLVD
JACKSONVILLE, FLORIDA 32207-8175

Real Estate Division
Management and Disposal Branch

JUN 20 2018

Mr. Steve Boutelle, Operations Manager
Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902-0398

Dear Mr. Boutelle:

Enclosed for your records please find a fully signed copy of Department of the Army Consent to Easement No. DACW17-9-18-0090 for the construction, installation, use, maintenance, repair, replacement, and removal of a boat ramp, armor mat and seawall with a mooring dock, riprap, and wood pilings within the Federal right-of-way of the Intracoastal Waterway-Tributary Channel, Okeechobee Waterway Project, Lee County, Florida. Reference is made to the Regulatory Permit No. SAJ-2015-03750 (SP-BEM) that previously authorized the work.

Should you have any questions, please telephone Ms. Bertha Miller of this office at 904-232-3727.

Sincerely,

A handwritten signature in black ink that reads "Roberto Ceneret".

for

Timothy H. McQuillen
Chief, Real Estate Division
Jacksonville District

Enclosure