

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

Blue Sheet No. 20061632

1. ACTION REQUESTED/PURPOSE: Authorize Chairman to approve by signature the attached Spoil Easement Agreement between Lee County and Christ Community Ministries, Inc. (CCM) for use of upland property owned by CCM for placement of spoil materials.

2. WHAT ACTION ACCOMPLISHES: Furnishes Lee County a location for placement of dredge spoil material and an off-site staging area for contractor(s) engaged in performing the dredge projects. The easement agreement is also a requirement of the FDEP permitting for the dredging of the Intrepid Waters and Broadway & Hogue Channels.

3. MANAGEMENT RECOMMENDATION: Staff recommends that the agreement be signed.

4. Departmental Category: 8 Nat. Res.

C8C

5. Meeting Date: **JAN 09 2007**

6. Agenda:

- Consent**
- Administrative**
- Appeals**
- Public**
- Walk-On**

7. Requirement/Purpose: (specify)

- Statute**
- Ordinance**
- Admin. Code**
- Other** **Use Agreement**

8. Request Initiated:

Commissioner _____
Department _____
Division _____
By: Roland Ottolini, Division Director *[Signature]*

9. Background: Lee County last dredged Intrepid Waters and Broadway & Hogue Channels in 2004. Since 2004, significant accretion has occurred such that dredging is necessary to maintain a navigable channel. Lee County qualifies under state statute for maintenance dredging exemptions on both projects. Lee County DNR staff has submitted the required notification to FDEP to perform maintenance dredging.

The dredging will remove approximately 10,000 cubic yards of material from the aforementioned channels. Christ Community Ministries, Inc. (CCM) has agreed to allow Lee County, and the contractor(s) who will be performing the dredging, access to property off Williams Rd. for placement of spoil material and staging of equipment.

There is no cost to Lee County for the easement. Upon completion of the dredging project, the dredge spoil will become the property of CCM pursuant to the terms of the easement agreement.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i> 12-5-06				<i>[Signature]</i> 12/6/06	<i>[Signature]</i> 12/7/06	<i>[Signature]</i> 12/7/06	<i>[Signature]</i> 12/7/06	<i>[Signature]</i> 12/7/06	<i>[Signature]</i> 12-5-06

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

REC'D
 by CO. ATTY:
8:50am
12/6/06
 CO. ATTY:
 FORWARDED TO:
12/6/06
10:20 Am

RECEIVED BY
COUNTY ADMIN:
12-6-06 MP.
12:30
COUNTY ADMIN
FORWARDED TO:
12-7-06
2:45 PR

P. O. Box 398, Fort Myers, FL 33902-0398

Project: Intrepid Waters Maintenance Dredging
Strap No.:

SPOIL EASEMENT

THIS AGREEMENT is made and entered into this ___day of _____, _____ between, Christ Community Ministries, Inc., a Florida non-profit corporation, representative Rod Buzzard – Pastor, whose address is, Post Office Box 1080, Estero, FL. Florida 33928, hereinafter referred to as “GRANTOR” and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902, hereinafter referred to as GRANTEE.

WITNESSETH:

THAT the GRANTOR is the owner of the lands described below and as such GRANTOR warrants that it has the power to grant the GRANTEE an interest in such lands.

THAT together with this easement grant over the property described, GRANTOR warrants that GRANTEE will have legal access to all the property described in below over and across public roads.

THAT GRANTOR warrants that there are no restrictions that would prohibit GRANTEE’S use of the property described in below as proposed in this document.

THAT GRANTOR, for good and valuable consideration, including but not limited to ownership of any fill deposited on GRANTOR’S lands by GRANTEE and/or its contractor, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE, permission to enter upon the following described land, as described below for the purpose of preparing the property to accept spoil deposit and depositing spoil from the County directed dredging operation Intrepid Waters Maintenance Dredging Project, hereinafter, “Project”.

The Project period is expected to last for approximately 12 months, commencing on or before Jan 1, 2007, all rights granted to the GRANTEE by this Agreement shall terminate on, or upon completion of the work contemplated by this Agreement, whichever occurs first, unless extended by written agreement between the parties.

Property Description:

Lot 16, Block C, Florida Gulf Land Company's Subdivision, according to the plat recorded in Plat Book 1, Page 59, Public Records of Lee County, Florida, less that portion of land conveyed to Stephanie Miller, Trustee, by virtue of deed recorded in Official Record Book 4477, Page 2118, and less that portion of land conveyed to Lee County, Florida, by virtue of deed recorded in Official Record Book 4565, Page 495.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

Signed, sealed and delivered
in our presence:

INCORPORATED
a Florida corporation

Rod Buzzard, President
Rod Buzzard, Witness

Mark Goodman
Mark Goodman, Witness

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 22 day of November, 2006, by, Christ Community Ministries, Inc., a Florida non-profit corporation, representative Rod Buzzard – Pastor, whose address is, Post Office Box, 1080, Estero, FL. Florida 33928, who is personally known to me; or who produced his n/a as identification.



Tiffany Dobson
Commission #DD218917
Expires: Jun 02, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Tiffany Dobson
Notary Public

ATTEST:
Charlie Green, Clerk

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman/woman

Date: _____

Approved as to form:

Office of County Attorney

P. O. Box 398, Fort Myers, FL 33902-0398

Project: Intrepid Waters Maintenance Dredging
Strap No.:

SPOIL EASEMENT

THIS AGREEMENT is made and entered into this ___day of _____, _____ between, Christ Community Ministries, Inc., a Florida non-profit corporation, representative Rod Buzzard – Pastor, whose address is, Post Office Box 1080, Estero, FL. Florida 33928, hereinafter referred to as “GRANTOR” and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902, hereinafter referred to as GRANTEE.

WITNESSETH:

THAT the GRANTOR is the owner of the lands described below and as such GRANTOR warrants that it has the power to grant the GRANTEE an interest in such lands.

THAT together with this easement grant over the property described, GRANTOR warrants that GRANTEE will have legal access to all the property described in below over and across public roads.

THAT GRANTOR warrants that there are no restrictions that would prohibit GRANTEE’S use of the property described in below as proposed in this document.

THAT GRANTOR, for good and valuable consideration, including but not limited to ownership of any fill deposited on GRANTOR’S lands by GRANTEE and/or its contractor, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE, permission to enter upon the following described land, as described below for the purpose of preparing the property to accept spoil deposit and depositing spoil from the County directed dredging operation Intrepid Waters Maintenance Dredging Project, hereinafter, “Project”.

The Project period is expected to last for approximately 12 months, commencing on or before Jan 1, 2007, all rights granted to the GRANTEE by this Agreement shall terminate on, or upon completion of the work contemplated by this Agreement, whichever occurs first, unless extended by written agreement between the parties.

Property Description:

Lot 16, Block C, Florida Gulf Land Company's Subdivision, according to the plat recorded in Plat Book 1, Page 59, Public Records of Lee County, Florida, less that portion of land conveyed to Stephanie Miller, Trustee, by virtue of deed recorded in Official Record Book 4477, Page 2118, and less that portion of land conveyed to Lee County, Florida, by virtue of deed recorded in Official Record Book 4565, Page 495.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

Signed, sealed and delivered
in our presence:

INCORPORATED
a Florida corporation

Rod Buzzard, President
Rod Buzzard, Witness

M Goodman
Mark Goodman, Witness

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 22 day of November, 2006, by, Christ Community Ministries, Inc., a Florida non-profit corporation, representative Rod Buzzard – Pastor, whose address is, Post Office Box 1080, Estero, FL. Florida 33928, who is personally known to me; or who produced his na as identification.



Tiffany Dobson
Commission #DD218917
Expires: Jun 02, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Tiffany Dobson
Notary Public

ATTEST:
Charlie Green, Clerk

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman/woman

Date: _____

Approved as to form:

Office of County Attorney

P. O. Box 398, Fort Myers, FL 33902-0398

Project: Intrepid Waters Maintenance Dredging
Strap No.:

SPOIL EASEMENT

THIS AGREEMENT is made and entered into this ___day of _____, _____ between, Christ Community Ministries, Inc., a Florida non-profit corporation, representative Rod Buzzard – Pastor, whose address is, Post Office Box 1080, Estero, FL. Florida 33928, hereinafter referred to as “GRANTOR” and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902, hereinafter referred to as GRANTEE.

WITNESSETH:

THAT the GRANTOR is the owner of the lands described below and as such GRANTOR warrants that it has the power to grant the GRANTEE an interest in such lands.

THAT together with this easement grant over the property described, GRANTOR warrants that GRANTEE will have legal access to all the property described in below over and across public roads.

THAT GRANTOR warrants that there are no restrictions that would prohibit GRANTEE’S use of the property described in below as proposed in this document.

THAT GRANTOR, for good and valuable consideration, including but not limited to ownership of any fill deposited on GRANTOR’S lands by GRANTEE and/or its contractor, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE, permission to enter upon the following described land, as described below for the purpose of preparing the property to accept spoil deposit and depositing spoil from the County directed dredging operation Intrepid Waters Maintenance Dredging Project, hereinafter, “Project”.

The Project period is expected to last for approximately 12 months, commencing on or before Jan 1, 2007, all rights granted to the GRANTEE by this Agreement shall terminate on, or upon completion of the work contemplated by this Agreement, whichever occurs first, unless extended by written agreement between the parties.

Property Description:

Lot 16, Block C, Florida Gulf Land Company's Subdivision, according to the plat recorded in Plat Book 1, Page 59, Public Records of Lee County, Florida, less that portion of land conveyed to Stephanie Miller, Trustee, by virtue of deed recorded in Official Record Book 4477, Page 2118, and less that portion of land conveyed to Lee County, Florida, by virtue of deed recorded in Official Record Book 4565, Page 495.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

Signed, sealed and delivered
in our presence:

INCORPORATED
a Florida corporation

Rod Buzzard, Witness

Mark Goodman, Witness

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 22 day of November, 2006, by, Christ Community Ministries, Inc., a Florida non-profit corporation, representative Rod Buzzard – Pastor, whose address is, Post Office Box, 1080, Estero, FL. Florida 33928, who is personally known to me; or who produced his N/A as identification.



Tiffany Dobson
Commission #DD218917
Expires: Jun 02, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Tiffany Dobson
Notary Public

ATTEST:
Charlie Green, Clerk

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman/woman

Date: _____

Approved as to form:

Office of County Attorney