



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

JUL 3 0 2014

REPLY TO
ATTENTION OF
Real Estate Division

Ms. Kathleen J. Weeden, P.E., CFM, LEED, AP
City Engineer
City of Venice
401 West Venice Avenue
Venice, Florida 34285

Dear Ms. Weeden:

As provided by the terms of the Local Cooperation Agreement between the United States of America and the City of Venice, Florida for Local Cooperation dated December 23, 1993, the City of Venice, as the project sponsor agrees to provide without cost to the United States all lands, easements, and rights-of-way required for the project.

Request lands be certified for the construction of the Venice Segment of the Sarasota County, Florida Shore Protection Project. The lands required are in the City of Venice located between Florida Department of Environmental Protection reference monuments R-116 and R-133 as shown on the enclosed map (Enclosure 1).

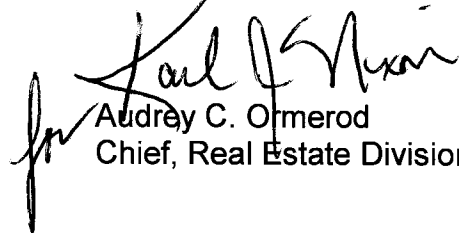
The easement requirements are as follows:

- a. Perpetual beach storm damage reduction easement for three upland parcels.
- b. Temporary work area easements for a minimum of 12 months or as long as possible for the following:
 1. Chauncy Park upland disposal area
 2. Upland disposal on Venice Municipal Public Beach
 3. Authorization to use submerged lands by the State of Florida
 4. Borrow Area Easements from the State of Florida
 5. Staging areas in Venice Municipal Public Beach and Brohard Beach.

Please confirm that the lands included in this certification are accessible and usable for the general public.

Please provide land certification as soon as possible. Enclosed for your convenience are templates for the Certification of Lands (Enclosure 2), Attorney's Title Certificate (Enclosure 3), and the estate language (Enclosure 4). If you have any questions or need additional information, please contact Mrs. Lynn Zediak, telephone: 904-232-3811, or by email: Lynn.H.Zediak@usace.army.mil.

Sincerely,



Audrey C. Ormerod
Chief, Real Estate Division

Enclosures

Certificate Number: (if applicable)

Project Name:

Segment:

The (Name of Sponsor), as Project Sponsor of the (Name of Project) authorized by Public Law (_____) under Project Partnership Agreement Dated _____, does hereby certify that the below described lands are dedicated to the (Name of Project) and shall not be conveyed, transferred, or otherwise altered or encumbered without express written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or his designated representative.

The (Name of Sponsor) does certify that it owns the below described interests in the lands depicted on the attached map at the time of execution of this Certificate and that these recited interests will not be impaired during the life of the Project except as written consent is given as provided above. The (Name of Sponsor) also certifies that all persons and business that have been displaced by acquisition of below lands have been relocated in full compliance with Public Law 91-646, as amended and that the other provisions of Public Law 91-646, as amended, have been complied with.

The (Name of Sponsor) does hereby grant to the Department of the Army an irrevocable right to enter for purposes of construction, inspection and, if necessary, for the purpose of completing, operating, repairing, maintaining, replacing, or rehabilitating the Project upon lands which the (Name of Sponsor) owns or controls for the Project.

The (Name of Sponsor) hereby certify that it has at least the following minimum interest in the lands depicted on the attached map and as identified thereon:

(Describe real estate interest being certified)

(Name of Sponsor)

Dated:

By:
(Position authorized to sign)

Enclosure 2

ATTORNEY'S TITLE CERTIFICATE

Title Certificate Number:

I, _____, Attorney for the (Name of Sponsor), a public body created by (establishing act), with its principal office in _____, does hereby certify that the (Name of Sponsor) is vested with the recited estates in the lands shown on the drawings attached hereto and identified in the Certification of Lands _____, as (Position signing Certification) of the (Name of Sponsor), dated _____. Said drawings are entitled _____ and are certified by written Certification thereon.

I, _____, do certify that the (Name of Sponsor) is vested with the estates as set forth in the attached Certification and that there exist no encumbrances or other legal defects that affect or limit the full exercise of the estates recited therein nor that affect the grant of construction, inspection and completion, operation, repair, maintenance, replacement, or rehabilitation of the project feature rights required pursuant to the terms of the Project Partnership Agreement (PPA) and that the provisions of Public Law 91-646, as amended, have been complied with.

I, _____, do certify that the person who executed Certification No. ____ was empowered to execute same on behalf of the (Name of Sponsor).

Dated and Signed this ____ day of _____, 201__.

Typed Name
Attorney for (Name of Sponsor)

Enclosure 3

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

A perpetual and assignable easement and right-of-way in, on, over and across (the land described in Schedule A) (Tract No. ____) for use by the (Project Sponsor), its representatives, agents, contractors, and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach [a dune system] and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms [and dunes]; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the (Project Name), together with the right of public use and access; [to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas;] to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement (except _____); [reserving, however, to the grantor(s), (his) (her) (its) (their) (heirs), successors and assigns, the right to construct dune overwalk structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function, and that prior approval of the plans and specifications for such structures is obtained from the (designated representative of the Project Sponsor) and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further] reserving to the grantor(s), (his) (her) (its) (their) (heirs), successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

TEMPORARY WORK AREA EASEMENT.

A temporary easement and right-of-way in, on, over and across (the land described in Schedule A) (Tracts Nos. _____, _____ and _____), for a period not to exceed _____, beginning with date possession of the land is granted to the project sponsor, for use by the United States, its representatives, agents, and contractors as a (borrow area) (work area), including the right to (borrow and/or deposit fill, spoil and waste material thereon) (move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the _____ Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.