

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

Consent No. DACW17-9-17-0005  
Project: Intracoastal Waterway,  
Caloosahatchee River to Anclote River  
Sarasota County, Florida  
Tract No. 2700E

**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 District Chief of Real Estate, Real Estate Contracting Officer, U.S. Army Corps of Engineers, Jacksonville District, hereinafter referred to as "said officer," and **City of Venice**, 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, Caloosahatchee River to Anclote River, Sarasota County, Florida; and

**WHEREAS**, the Grantee has requested permission to use, maintain, repair, remove, and occupy a parking lot (limited to gravel or crushed concrete) on a portion of the Government right-of-way under the Hatchett Creek Bridge of the Intracoastal Waterway. The lands are identified as Tract No. 2700 E, Section 07, Township 39 South, Range 19 East, Sarasota County, Florida. The area comprising .36 of an acre, more or less, is shown in red on Exhibit "A" and in accordance with Exhibit "B" 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 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 Grantees' 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' 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 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 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 \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**UNITED STATES OF AMERICA**

BY: \_\_\_\_\_  
AUDREY C. ORMEROD  
District Chief of Real Estate  
Real Estate Contracting Officer  
U. S. Army Engineer District  
Jacksonville, Florida

**AGREED TO AND ACCEPTED**

**CITY OF VENICE**

\_\_\_\_\_  
ATTEST BY

\_\_\_\_\_  
ATTEST BY

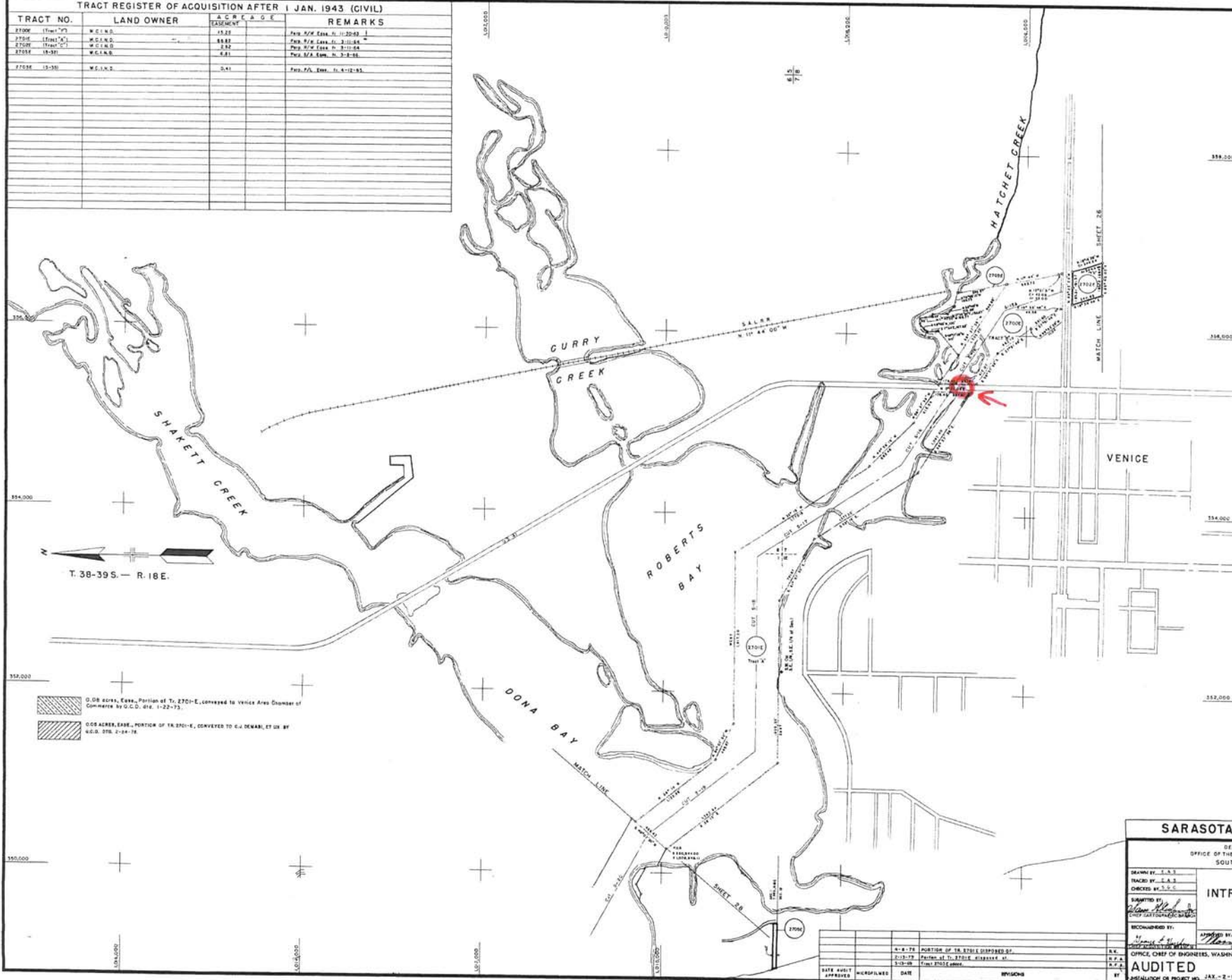
BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## TRACT REGISTER OF ACQUISITION AFTER 1 JAN. 1943 (CIVIL)

TRACT NO.	LAND OWNER	ACREAGE	REMARKS
27006 (Tract "A")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "A")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "C")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "D")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "E")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "F")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "G")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "H")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "I")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "J")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "K")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "L")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "M")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "N")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "O")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "P")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "Q")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "R")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "S")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "T")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "U")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "V")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "W")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "X")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "Y")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42
27016 (Tract "Z")	W.C.L.N.S.	15.25	Per. A/M. E.M. N. 11-20-42



## PROJECT MAP

DEPT. OF THE ARMY

USING SERVICE CIVIL

## LOCATION OF PROJECT

STATE FLORIDA

COUNTY SARASOTA

DIVISION SOUTH ATLANTIC

DISTRICT JACKSONVILLE

ARMY AREA

MILES OF

MILES OF

## TRANSPORTATION FACILITIES

RAILROADS

STATE ROADS

FEDERAL ROADS

AIR LINES

## ACQUISITION

TOTAL ACRES ACQUIRED

PER

PUBLIC DOMAIN (PERM. WITHDRAWAL)

USE PERMIT (TEMP. WITHDRAWAL)

TRANSFER

LEASE

LESSER INTERESTS

## DISPOSAL

TOTAL ACRES DISPOSED OF

SOLD

PUBLIC DOMAIN (PERM. WITHDRAWAL)

USE PERMIT (TEMP. WITHDRAWAL)

TRANSFERRED

LEASES TERMINATED

LESSER INTERESTS TERM.

REASSIGNED

OTHER

## LEGEND

EXCEPT FOR THE SPECIAL SYMBOLS SHOWN BELOW MAP SYMBOLS ARE STANDARD IN ARMY MAP SERVICE TECHNICAL MANUAL NO. 23.

RESERVATION LINE

RESERVATION LINE (Dashed Boundary)

TRACT BOUNDARY LINE

TRACT NUMBER

CONTOUR LINE

DISPOSAL

## SARASOTA COUNTY, FLORIDA

DEPARTMENT OF THE ARMY  
OFFICE OF THE JACKSONVILLE DISTRICT ENGINEER  
SOUTH ATLANTIC DIVISION

## REAL ESTATE

INTRACOASTAL WATERWAY  
CALOOSAHATCHEE RIVER  
TO  
ANCLOTE RIVER

DATE 12-15-64

DRAWN BY: J. S. S.

TRACED BY: J. S. S.

CHECKED BY: J. S. S.

SAVED BY: J. S. S.

RECOMMENDED BY: J. S. S.

APPROVED BY: J. S. S.

OFFICE OF THE JACKSONVILLE DISTRICT ENGINEER

WASHINGTON 25, D. C.

AUDITED

INSTALLATION ON PROJECT NO. JAX-R-0014

DATE	APPROVED	REVISIONS
4-8-78	PORTION OF TR. 2701-E, CONVEYED TO VENICE AREA COUNCIL OF	
2-13-79	Portion of Tr. 2701-E, CONVEYED TO	
5-10-79	First FIVE pages	

SHEET 27 OF 65 DRAWING NO. RE 1186

DATE 12-15-64

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