

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

**Blue Sheet No. 20060405**

- 1. ACTION REQUESTED/PURPOSE:** Execute the grant award agreements for the 2005/2006 Lee County Historic Preservation Grant Assistance Program as recommended by Planning Division Staff and the Historic Preservation Board.
- 2. WHAT ACTION ACCOMPLISHES:** Allows the county to enter into agreements with the grant recipients who will use these funds to rehabilitate historic structures.
- 3. MANAGEMENT RECOMMENDATION:** Execute grant award agreements

4. Departmental Category: **C4A**

5. Meeting Date: **04-18-2006**

6. Agenda:  
 Consent  
 Administrative  
 Appeals  
 Public  
 Walk-On

7. Requirement/Purpose: (specify)  
 Statute  
 Ordinance  
 Admin. Code  
 Other

8. Request Initiated:  
 Commissioner: N/A  
 Department: Community Development  
 Division: Planning  
 By: Paul O' Connor, AICP, Planning Director **POC 3/28/06**

**9. Background:** Applications for the Lee County Historic Preservation Grant Assistance Program were solicited through public outreach. Planning Division staff reviewed the applications and made recommendations to the Lee County Historic Preservation Board. On March 23, 2006, the Historic Preservation Board reviewed staff recommendations and voted on the specific grant awards. Grant award criteria included: percentage of total project cost to funds provided by the grant and by other sources; whether an applicant had a financial hardship; age and historical significance of the property; condition of the property and urgency of the proposed tasks to be performed; and, adequacy of project planning and plans for future preservation. The total amount of funds available in fiscal year 2005/2006 under the Lee County Historic Preservation Grant Assistance Program is \$100,000.00. \$22,470.00 was previously awarded on February 14, 2006 for hurricane related repairs (Blue Sheet 20060056) leaving a balance of \$77,530 to be awarded under this Blue Sheet.

Funds are available in account #LB5150715500.508309.06  
 Department/Division #LB, Community Development/Planning  
 Program #51507 - Planning  
 Fund #15500 Unincorporated Area MSTU  
 Object Code #508309 Other Grants and Aids  
 Subsidiary .06 Historic Preservation  
 Attachment: Lee County Historic Preservation Board's recommendations for 2005/2006 Historic Preservation Grant Assistance Program

**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>Mam Gibb</i>	<i>[Signature]</i> 3/29/06	NA	NA	<i>[Signature]</i>	<i>[Signature]</i> 4/6/06	<i>[Signature]</i> 4/6/06	<i>[Signature]</i> 4/6/06	<i>[Signature]</i> 4/6/06	<i>[Signature]</i> NS 4/6/06

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN:  
 3-30-06  
 3:45  
 COUNTY ADMIN  
 FORWARDED TO:  
 3/30/06 TD  
 4:30

Rec. by CoAtty  
 Date: 3/30/06  
 Time: 3:45 PM  
 Forwarded To:  
 3/30/06 2:00 PM

4-6-06 - P.R. >CC

## Summary of Funding Requests for FY 2005-2006 Lee County Historic Preservation Grant

Project Number	Applicant	Total Project Cost	Cost Share	Grant Funds Requested	Historic Preservation Board and Staff Recommendations
05/06-01	Bayfront Cottage 4244 Pine Island Rd. (Matlacha)	\$ 39,962	\$ 15,934	\$ 20,986	\$0
05/06-02	Ruby Gill House - Randell Research Center (Pineland)	\$ 86,000	\$ 43,000	\$ 43,000	\$ 17,437
05/06-03	Culver 4317 Pine Island Rd. (Matlacha)	\$ 6,000	\$ 3,000	\$ 3,000	\$ 3,000
05/06-04	Peace House 5170 Buckingham Rd. (Buckingham)	\$ 43,668	\$ 23,900	\$ 19,768	\$ 9,768
05/06-05	Hammond 125 First St. (Boca Grande)	\$ 25,440	\$ 13,440	\$ 12,000	N/A
05/06-06	Ross 371 Gilchrist Ave. (Boca Grande)	\$ 143,050	\$ 71,675	\$ 71,675	\$ 24,375
05/06-07	Estero School House and Collier House (Estero)	TBD	TBD	TBD	TBD
05/06-08	Old Olga Bungalow 14891 Old Olga Rd. (Olga)	\$ 3,450	\$ 600	\$ 2,850	\$ 3,450
05/06-09	Temptation Restaurant 350 Park Avenue (Boca Grande)	\$ 41,300	\$ 20,650	\$ 20,650	\$ 19,500
05/06-10	Happnie 4810 Pine Island Rd. (Matlacha)	\$ 133,285	\$ 103,285	\$ 30,000	\$0
05/06-11	Hullet House 203 Labelle Ave. (Russell Park)	\$ 8,850	\$ 4,250	\$ 4,600	\$0
<b>Total</b>		<b>\$ 531,005</b>	<b>\$ 299,734</b>	<b>\$ 228,529</b>	<b>\$ 77,530</b>

**Agreement Between the Board of County Commissioners,  
Lee County, Florida  
and  
Karen S. and James A. Grace**

This Agreement is made this 18<sup>th</sup> day of April 2006, by and between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (the "Grantor") and **Karen S. and James A. Grace** (known as the "Grantee"), of P.O. Box 711, Boca Grande, FL 33921

This Agreement will govern certain historic preservation activities of the Grantee to be financed by the Grantor.

I. TERMS OF AGREEMENT

A. This Agreement will commence on, April 18, 2006, and will continue in full force and effect to, and including, April 18, 2007.

B. The Grantor agrees to allocate the Grantee the maximum sum of Nineteen thousand five hundred dollars (\$19,500.00) for the successful completion of the items of performance agreed to herein in Exhibit "A."

C. Under this agreement, liability of the Grantor will not exceed the total funds offered.

D. Either party may terminate this Agreement for breach of contract or in the event of no availability of funds with such notice as is reasonable under the circumstances. Either party may also terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. The Grantor or Grantee may, from time to time, request changes in the services to be provided under this Agreement. Such requested changes must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.

F. The Grantee, in performing the requirements of this Agreement, must comply with applicable laws, rules, regulations, ordinances, and codes of the Federal, state, and local governments.

G. The Grantee will be liable and agree to be liable for and must indemnify and hold the Grantor harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney's fees arising out of the Grantee's errors, omissions, and/or negligence. This includes the misappropriation or unauthorized use of the funds made available by the Grantor. The ultimate responsibility for insuring proper use of the funds will rest with the Grantee.

H. Grantee will return to the Grantor any funds disallowed pursuant to the terms of this Agreement. Should repayment not be made within thirty (30) days of written notice by certified mail of demand, the Grantor will charge interest of one (1) percent per month compounded on the outstanding balance.

I. Grantee's Accounting Records must provide for an accurate and timely recording of receipts and expenditures. Procedures must be adequate to ensure that costs charged to this grant by Grantee are for allowable purposes and that documentation is readily available to verify accuracy.

J. Any unencumbered and unexpected funds remaining at the end of this Agreement will revert back to the Grantor and will be refunded within thirty (30) days from date of termination, unless agreed otherwise, in writing, by both parties.

K. The Grantee must maintain all records, documents and files pertaining to the Agreement for a period of three (3) years from the date of termination of the Agreement unless informed in writing by the Grantor that said records may be disposed of earlier. Access to those records must be provided at all reasonable times to Lee County and to the Federal grantor agency, if applicable and any employees or agents thereof.

L. Performance standards, scope of work, and all report requirements are as described in Exhibit "A." These items as indicated are a part and parcel of the Agreement and may only be changed or modified as indicated in Section E.

M. This Agreement, with Exhibits, states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. This agreement will bind the parties, their assigns, and successors in interest.

The parties or their duly authorized representatives hereby execute this Agreement intending to be bound as of the date first written above.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairwoman

By: \_\_\_\_\_  
Karen S. Grace, Grantee

Social Security #: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

By: \_\_\_\_\_  
James A. Grace, Grantee

Social Security #: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

Grantee Signatures must be witnessed by two individuals whose names and addresses are provided with their signatures.

APPROVED AS TO FORM

\_\_\_\_\_  
Office of the County Attorney

## EXHIBIT "A"

1. The project, as approved for grant assistance, will consist of the following authorized scope of project work for the Temptation Restaurant and Bar - 350 Park Avenue, Boca Grande, FL 33921:

All costs associated with repair or replacement of awning and sign  
(excluding painting costs)

Located at:

350 Park Avenue, Boca Grande, FL 33921

STRAP: 14-43-20-01-00015.0090

Legal Description:

Lot 9 and North ½ of Lot 10, Block 15, Boca Grande, Plat Book 7, Page 61.

2. The amount of funds awarded under this grant is Nineteen thousand five hundred dollars (\$19,500.00). The Grantor is not obligated or authorized to award any funds in addition to this amount.
3. The Grantor agrees to pay the Grantee, upon receipt and verification of the Grantee's request and documentation for the project costs pursuant to and as defined in Exhibit "A" up to a maximum payment of \$19,500.00 or the amount of actual cash expended by the Grantee for project work, whichever is less. Payment for project costs will be contingent upon all authorized project work in Exhibit "A" being in compliance with the Secretary of the Interior's Standards for Rehabilitation and receiving approval by the Division of Codes and Building Services. Payment for project costs will be contingent upon the designation of the subject property for which grant assistance has been approved as an historic resource under Chapter 22, Lee County Land Development Code, Historic Preservation, or as may be hereafter amended, renumbered or replaced. Payment for project costs will be contingent upon execution and recording of a Mortgage and Mortgage Note, which grant a "Deferred Payment Plan."
4. The Grantor must review and approve as to form and content all proposed contracts of the Grantee for the procurement of goods and/or services relating to the project work described in Exhibit "A" and all proposed contract change orders or amendments prior to final execution of said contracts, change order or amendments, but said review and approval will not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
5. The Grantor will review and approve detailed plans, specifications and other bid documents for construction work relating to the project described in Exhibit "A" prior to the execution of any contract for such work; review and comment on all

preliminary reports and recommendations; and confer with the Grantee and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the Lee County historic preservation program.

**Agreement Between the Board of County Commissioners,  
Lee County, Florida  
and  
Sergio Alfardo and Kara Sebbert**

This Agreement is made this 18<sup>th</sup> day of April 2006, by and between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (the "Grantor") and **Sergio Alfardo and Kara Sebbert** (known as the "Grantee"), of 5300 Higginbotham Road, Fort Myers, FL 34134.

This Agreement will govern certain historic preservation activities of the Grantee to be financed by the Grantor.

I. TERMS OF AGREEMENT

A. This Agreement will commence on, April 18, 2006, and will continue in full force and effect to, and including, April 18, 2007.

B. The Grantor agrees to allocate the Grantee the maximum sum of Nine thousand seven hundred sixty-eight dollars (\$9,768.00) for the successful completion of the items of performance agreed to herein in Exhibit "A."

C. Under this agreement, liability of the Grantor will not exceed the total funds offered.

D. Either party may terminate this Agreement for breach of contract or in the event of no availability of funds with such notice as is reasonable under the circumstances. Either party may also terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. The Grantor or Grantee may, from time to time, request changes in the services to be provided under this Agreement. Such requested changes must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.



F. The Grantee, in performing the requirements of this Agreement, must comply with applicable laws, rules, regulations, ordinances, and codes of the Federal, state, and local governments.

G. The Grantee will be liable and agree to be liable for and must indemnify and hold the Grantor harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney's fees arising out of the Grantee's errors, omissions, and/or negligence. This includes the misappropriation or unauthorized use of the funds made available by the Grantor. The ultimate responsibility for insuring proper use of the funds will rest with the Grantee.

H. Grantee will return to the Grantor any funds disallowed pursuant to the terms of this Agreement. Should repayment not be made within thirty (30) days of written notice by certified mail of demand, the Grantor will charge interest of one (1) percent per month compounded on the outstanding balance.

I. Grantee's Accounting Records must provide for an accurate and timely recording of receipts and expenditures. Procedures must be adequate to ensure that costs charged to this grant by Grantee are for allowable purposes and that documentation is readily available to verify accuracy.

J. Any unencumbered and unexpected funds remaining at the end of this Agreement will revert back to the Grantor and will be refunded within thirty (30) days from date of termination, unless agreed otherwise, in writing, by both parties.

K. The Grantee must maintain all records, documents and files pertaining to the Agreement for a period of three (3) years from the date of termination of the Agreement unless informed in writing by the Grantor that said records may be disposed of earlier. Access to those records must be provided at all reasonable times to Lee County and to the Federal grantor agency, if applicable and any employees or agents thereof.

L. Performance standards, scope of work, and all report requirements are as described in Exhibit "A." These items as indicated are a part and parcel of the Agreement and may only be changed or modified as indicated in Section E.

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The parties or their duly authorized representatives hereby execute this Agreement intending to be bound as of the date first written above.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairwoman

By: \_\_\_\_\_  
Sergio Alfardo, Grantee

Social Security #: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

By: \_\_\_\_\_  
Kara Sebbert, Grantee

Social Security #: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

Grantee Signatures must be witnessed by two individuals whose names and addresses are provided with their signatures.

APPROVED AS TO FORM

\_\_\_\_\_  
Office of the County Attorney

## EXHIBIT "A"

1. The project, as approved for grant assistance, will consist of the following authorized scope of project work for the Peace House (for Elata Natives), 5170 Buckingham Road, Fort Myers, FL 33905:

All costs associated with the rebuilding of the front porch

Located at:

5170 Buckingham Road, Fort Myers, FL 33905

STRAP: 08-44-26-00-00007.0020

Legal Description:

A tract or parcel of land lying in the Northwest quarter (NW ¼) of the Northeast quarter (NE ¼), Section 8, Township 44, Range 26 East, Lee County, Florida, which tract or parcel is described as follows: Beginning at the SE corner of said fraction and running North 89 degrees 16' 35" West 357 feet; thence North 00 degrees 26' 28" West, 215 feet; thence North 57 degrees, 10' 01" East, 294.82 feet; thence South 89 degrees, 16' 35" East, 108 feet, thence South 00 degrees, 26' 28" East, 378 feet to the point of beginning according to the map in O.R. Book 2942, PG 3725, Public Records Lee County, Florida. Subject to the right-of-way for Buckingham Road along the east 34 feet.

2. The amount of funds awarded under this grant is Nine thousand seven hundred sixty-eight dollars (\$9,768.00). The Grantor is not obligated or authorized to award any funds in addition to this amount.
3. The Grantor agrees to pay the Grantee, upon receipt and verification of the Grantee's request and documentation for the project costs pursuant to and as defined in Exhibit "A" up to a maximum payment of \$9,768.00 or the amount of actual cash expended by the Grantee for project work, whichever is less. Payment for project costs will be contingent upon all authorized project work in Exhibit "A" being in compliance with the Secretary of the Interior's Standards for Rehabilitation and receiving approval by the Division of Codes and Building Services. Payment for project costs will be contingent upon the designation of the subject property for which grant assistance has been approved as an historic resource under Chapter 22, Lee County Land Development Code, Historic Preservation, or as may be hereafter amended, renumbered or replaced. Payment for project costs will be contingent upon execution and recording of a Mortgage and Mortgage Note, which grant a "Deferred Payment Plan."
4. The Grantor must review and approve as to form and content all proposed contracts of the Grantee for the procurement of goods and/or services relating to the project work described in Exhibit "A" and all proposed contract change orders or amendments prior to final execution of said contracts, change order or

amendments, but said review and approval will not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.

5. The Grantor will review and approve detailed plans, specifications and other bid documents for construction work relating to the project described in Exhibit "A" prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Grantee and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the Lee County historic preservation program.

**Agreement Between the Board of County Commissioners,  
Lee County, Florida  
and  
Peter Mihojevich and Linda Teegarden**

This Agreement is made this 18<sup>th</sup> day of April 2006, by and between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (the "Grantor") and **Peter Mihojevich and Linda Teegarden** (known as the "Grantee"), of 14891 Old Olga Road, Fort Myers, FL 33905.

This Agreement will govern certain historic preservation activities of the Grantee to be financed by the Grantor.

**I. TERMS OF AGREEMENT**

A. This Agreement will commence on, April 18, 2006, and will continue in full force and effect to, and including, April 18, 2007.

B. The Grantor agrees to allocate the Grantee the maximum sum of Three thousand four hundred fifty dollars (\$3,450.00) for the successful completion of the items of performance agreed to herein in Exhibit "A."

C. Under this agreement, liability of the Grantor will not exceed the total funds offered.

D. Either party may terminate this Agreement for breach of contract or in the event of no availability of funds with such notice as is reasonable under the circumstances. Either party may also terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. The Grantor or Grantee may, from time to time, request changes in the services to be provided under this Agreement. Such requested changes must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.

F. The Grantee, in performing the requirements of this Agreement, must comply with applicable laws, rules, regulations, ordinances, and codes of the Federal, state, and local governments.

G. The Grantee will be liable and agree to be liable for and must indemnify and hold the Grantor harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney's fees arising out of the Grantee's errors, omissions, and/or negligence. This includes the misappropriation or unauthorized use of the funds made available by the Grantor. The ultimate responsibility for insuring proper use of the funds will rest with the Grantee.

H. Grantee will return to the Grantor any funds disallowed pursuant to the terms of this Agreement. Should repayment not be made within thirty (30) days of written notice by certified mail of demand, the Grantor will charge interest of one (1) percent per month compounded on the outstanding balance.

I. Grantee's Accounting Records must provide for an accurate and timely recording of receipts and expenditures. Procedures must be adequate to ensure that costs charged to this grant by Grantee are for allowable purposes and that documentation is readily available to verify accuracy.

J. Any unencumbered and unexpected funds remaining at the end of this Agreement will revert back to the Grantor and will be refunded within thirty (30) days from date of termination, unless agreed otherwise, in writing, by both parties.

K. The Grantee must maintain all records, documents and files pertaining to the Agreement for a period of three (3) years from the date of termination of the Agreement unless informed in writing by the Grantor that said records may be disposed of earlier. Access to those records must be provided at all reasonable times to Lee County and to the Federal grantor agency, if applicable and any employees or agents thereof.

L. Performance standards, scope of work, and all report requirements are as described in Exhibit "A." These items as indicated are a part and parcel of the Agreement and may only be changed or modified as indicated in Section E.

M. This Agreement, with Exhibits, states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. This agreement will bind the parties, their assigns, and successors in interest.

The parties or their duly authorized representatives hereby execute this Agreement intending to be bound as of the date first written above.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairwoman

By: \_\_\_\_\_  
Peter Mihojevich, Grantee

Social Security #: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

By: \_\_\_\_\_  
Linda Teegarden, Grantee

Social Security #: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

Grantee Signatures must be witnessed by two individuals whose names and addresses are provided with their signatures.

APPROVED AS TO FORM

\_\_\_\_\_  
Office of the County Attorney

## EXHIBIT "A"

1. The project, as approved for grant assistance, will consist of the following authorized scope of project work for the Old Olga Bungalow - 14891 Old Olga Road, Fort Myers, FL 33905:

All costs related to the repair or replacement of the front porch

Located at:

14891 Old Olga Road, Fort Myers, FL 33905

STRAP: 21-43-26-00-00012.0000

Legal Description:

A tract or parcel of land lying in Government Lot 1, Section 21, Township 43 South, Range 26 East, Lee County, Florida, which track or parcel is described as follows:

From the Southeast corner of said Lot 1 run Westerly along the South line of said lot for 511.7 feet to the Point of Beginning; thence continue Westerly along said South line for 200.3 feet, more or less, to the Southeast corner of Unit 2 of Paradise Shores, according to the plat recorded in Plat Book 11, Page 49, of the Public Records of Lee County, Florida; thence run Northerly along the East line of said subdivision for 375 feet; thence run Easterly parallel with the South line of said Lot 1 for 200.3 feet, more or less, to an intersection with a line parallel with and 511.7 (as measured along said South line) Westerly from the East line of said lot; thence run Southerly along said parallel line for 375 feet, more or less, to the Point of Beginning.

2. The amount of funds awarded under this grant is Three thousand four hundred fifty dollars (\$3,450.00). The Grantor is not obligated or authorized to award any funds in addition to this amount.
3. The Grantor agrees to pay the Grantee, upon receipt and verification of the Grantee's request and documentation for the project costs pursuant to and as defined in Exhibit "A" up to a maximum payment of \$3,450.00 or the amount of actual cash expended by the Grantee for project work, whichever is less. Payment for project costs will be contingent upon all authorized project work in Exhibit "A" being in compliance with the Secretary of the Interior's Standards for Rehabilitation and receiving approval by the Division of Codes and Building Services. Payment for project costs will be contingent upon the designation of the subject property for which grant assistance has been approved as an historic resource under Chapter 22, Lee County Land Development Code, Historic Preservation, or as may be hereafter amended, renumbered or replaced. Payment for project costs will be contingent upon execution and recording of a Mortgage and Mortgage Note, which grant a "Deferred Payment Plan."



4. The Grantor must review and approve as to form and content all proposed contracts of the Grantee for the procurement of goods and/or services relating to the project work described in Exhibit "A" and all proposed contract change orders or amendments prior to final execution of said contracts, change order or amendments, but said review and approval will not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
  
5. The Grantor will review and approve detailed plans, specifications and other bid documents for construction work relating to the project described in Exhibit "A" prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Grantee and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the Lee County historic preservation program.

**Agreement Between the Board of County Commissioners,  
Lee County, Florida  
and  
University of Florida**

This Agreement is made this 18<sup>th</sup> day of April 2006, by and between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (the "Grantor") and **University of Florida** (known as the "Grantee"), of P.O. Box 117800, Gainesville, FL 32611-7800.

This Agreement will govern certain historic preservation activities of the Grantee to be financed by the Grantor.

**I. TERMS OF AGREEMENT**

A. This Agreement will commence on, April 18, 2006 and will continue in full force and effect to, and including, April 18, 2007.

B. The Grantor agrees to allocate the Grantee the maximum sum of Seventeen thousand four hundred thirty seven dollars (\$17,437.00) for the successful completion of the items of performance agreed to herein in Exhibit "A."

C. Under this agreement, liability of the Grantor will not exceed the total funds offered.

D. Either party may terminate this Agreement for breach of contract or in the event of no availability of funds with such notice as is reasonable under the circumstances. Either party may also terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. The Grantor or Grantee may, from time to time, request changes in the services to be provided under this Agreement. Such requested changes must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.

F. The Grantee, in performing the requirements of this Agreement, must comply with applicable laws, rules, regulations, ordinances, and codes of the Federal, state, and local governments.

G. To the extent permitted by Florida law, The Grantee will be liable and agree to be liable for and must indemnify and hold the Grantor harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney's fees arising out of the Grantee's errors, omissions, and/or negligence. This includes the misappropriation or unauthorized use of the funds made available by the Grantor. The ultimate responsibility for insuring proper use of the funds will rest with the Grantee.

H. Grantee will return to the Grantor any funds disallowed pursuant to the terms of this Agreement. Should repayment not be made within thirty (30) days of written notice by certified mail of demand, the Grantor will charge interest of one (1) percent per month compounded on the outstanding balance.

I. Grantee's Accounting Records must provide for an accurate and timely recording of receipts and expenditures. Procedures must be adequate to ensure that costs charged to this grant by Grantee are for allowable purposes and that documentation is readily available to verify accuracy.

J. Any unencumbered and unexpected funds remaining at the end of this Agreement will revert back to the Grantor and will be refunded within thirty (30) days from date of termination, unless agreed otherwise, in writing, by both parties.

K. The Grantee must maintain all records, documents and files pertaining to the Agreement for a period of three (3) years from the date of termination of the Agreement unless informed in writing by the Grantor that said records may be disposed of earlier. Access to those records must be provided at all reasonable times to Lee County and to the Federal grantor agency, if applicable and any employees or agents thereof.

L. Performance standards, scope of work, and all report requirements are as described in Exhibit "A." These items as indicated are a part and parcel of the Agreement and may only be changed or modified as indicated in Section E.

M. This Agreement, with Exhibits, states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. This agreement will bind the parties, their assigns, and successors in interest.

The parties or their duly authorized representatives hereby execute this Agreement intending to be bound as of the date first written above.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairwoman

By: \_\_\_\_\_  
University of Florida

Employer Id #: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

Grantee Signatures must be witnessed by two individuals whose names and addresses are provided with their signatures.

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

## EXHIBIT "A"

1. The project, as approved for grant assistance, will consist of the following authorized scope of project work for the Randell Research Center (Ruby Gill House/ Pineland Post Office):

All costs related to the rehabilitation including, but not limited to floors; the walls and ceilings; the doors, interiors and hardware; and for architectural services including the beginning phase(s) of the architectural preservation master plan.

Located at:

7450 Pineland Rd, Pineland, FL 33945

STRAP: 07-44-22-00-00012.0000

Legal Description:

Boundary and location survey of the following:

A tract of land lying in the East half of Section 7, Township 44 South, Range 22 East, Lee County, Florida, more particularity described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Southeast Quarter of said Section 7, as defined in the Final Judgement Case No. 85-85-CA-WJM (RWP) Circuit Court of the Twentieth Judicial Circuit in and for Lee County, Florida; thence run S 89°25'13" W along the North line of said Northwest quarter of the Southeast quarter (per said court case) for 531.24 feet to the Point of Beginning; thence run S 00°06'38" W for 166.06 feet to a point on the centerline of Pineland Road (as traveled); thence run S 89°00'35" W along said centerline for 260.24 feet to a point of curvature; thence run Northwesterly for 100.3 feet along the arc of a curve to the right having a radius of 110.00 feet a chord bearing N 64°52'11" W, chord distance of 96.86 feet to a point on the South line Northeast quarter of said Section 7 as established by Johnson Engineering and as occupied; thence run S 89°09'39" W along said South line Northeast Quarter for 444.13 feet to the Southwest corner of said Northeast quarter (per Johnson Engineering and occupation) marked by a concrete monument; thence run N 00°08'31" E along the West line said Northeast Quarter (per Johnson Engineering) for 455.12 feet to a point; thence run N 89°07'15" E for 791.90 feet to a point; thence run S 00°06'38" W for 331.38 feet to the Point of Beginning, containing 8.59 acres of land, more or less.

2. The amount of funds awarded under this grant is Seventeen thousand four hundred thirty seven dollars (\$17,437.00). The Grantor is not obligated or authorized to award any funds in addition to this amount.

3. The Grantor agrees to pay the Grantee, upon receipt and verification of the Grantee's request and documentation for the project costs pursuant to and as defined in Exhibit "A" up to a maximum payment of \$17,437.00 or the amount of actual cash expended by the Grantee for project work, whichever is less. Payment for project costs will be contingent upon all authorized project work in Exhibit "A" being in compliance with the Secretary of the Interior's Standards for Rehabilitation and receiving approval by the Division of Codes and Building Services. Payment for project costs will be contingent upon the designation of the subject property for which grant assistance has been approved as an historic resource under Chapter 22, Lee County Land Development Code, Historic Preservation, or as may be hereafter amended, renumbered or replaced.
4. The Grantor must review and approve as to form and content all proposed contracts of the Grantee for the procurement of goods and/or services relating to the project work described in Exhibit "A" and all proposed contract change orders or amendments prior to final execution of said contracts, change order or amendments, but said review and approval will not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
5. The Grantor will review and approve detailed plans, specifications and other bid documents for construction work relating to the project described in Exhibit "A" prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Grantee and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the Lee County historic preservation program.

**Agreement Between the Board of County Commissioners,  
Lee County, Florida  
and  
Diana Foreman Culver**

This Agreement is made this 18<sup>th</sup> day of April 2006, by and between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (the "Grantor") and **Diana Foreman Culver** (known as the "Grantee"), of 24593 Redfish Street, Bonita Springs, FL 34134.

This Agreement will govern certain historic preservation activities of the Grantee to be financed by the Grantor.

I. TERMS OF AGREEMENT

A. This Agreement will commence on, April 18, 2006, and will continue in full force and effect to, and including, April 18, 2007.

B. The Grantor agrees to allocate the Grantee the maximum sum of Three thousand dollars (\$3,000.00) for the successful completion of the items of performance agreed to herein in Exhibit "A."

C. Under this agreement, liability of the Grantor will not exceed the total funds offered.

D. Either party may terminate this Agreement for breach of contract or in the event of no availability of funds with such notice as is reasonable under the circumstances. Either party may also terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. The Grantor or Grantee may, from time to time, request changes in the services to be provided under this Agreement. Such requested changes must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.

F. The Grantee, in performing the requirements of this Agreement, must comply with applicable laws, rules, regulations, ordinances, and codes of the Federal, state, and local governments.

G. The Grantee will be liable and agree to be liable for and must indemnify and hold the Grantor harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney's fees arising out of the Grantee's errors, omissions, and/or negligence. This includes the misappropriation or unauthorized use of the funds made available by the Grantor. The ultimate responsibility for insuring proper use of the funds will rest with the Grantee.

H. Grantee will return to the Grantor any funds disallowed pursuant to the terms of this Agreement. Should repayment not be made within thirty (30) days of written notice by certified mail of demand, the Grantor will charge interest of one (1) percent per month compounded on the outstanding balance.

I. Grantee's Accounting Records must provide for an accurate and timely recording of receipts and expenditures. Procedures must be adequate to ensure that costs charged to this grant by Grantee are for allowable purposes and that documentation is readily available to verify accuracy.

J. Any unencumbered and unexpected funds remaining at the end of this Agreement will revert back to the Grantor and will be refunded within thirty (30) days from date of termination, unless agreed otherwise, in writing, by both parties.

K. The Grantee must maintain all records, documents and files pertaining to the Agreement for a period of three (3) years from the date of termination of the Agreement unless informed in writing by the Grantor that said records may be disposed of earlier. Access to those records must be provided at all reasonable times to Lee County and to the Federal grantor agency, if applicable and any employees or agents thereof.

L. Performance standards, scope of work, and all report requirements are as described in Exhibit "A." These items as indicated are a part and parcel of the Agreement and may only be changed or modified as indicated in Section E.

M. This Agreement, with Exhibits, states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. This agreement will bind the parties, their assigns, and successors in interest.



The parties or their duly authorized representatives hereby execute this Agreement intending to be bound as of the date first written above.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairwoman

By: \_\_\_\_\_  
Diana Foreman Culver, Grantee

Social Security #: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

Grantee Signatures must be witnessed by two individuals whose names and addresses are provided with their signatures.

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

## EXHIBIT "A"

1. The project, as approved for grant assistance, will consist of the following authorized scope of project work for 4317 Pine Island Road, Matlacha, FL 33909:

All cost related to the replacement or repair of house pilings

Located at:

4317 Pine Island Road, Matlacha, FL 33909

STRAP: 24-44-22-01-00001.0150

Legal Description:

Lots 15 and 16, less the Northeasterly 1 foot of Lot 16, Block 1, PINE ISLAND FILL SUBDIVISION, a subdivision according to the Plat thereof which is recorded in Plat Book 8 at Page 86 of the Public Records of Lee County, Florida.

2. The amount of funds awarded under this grant is Three thousand dollars (\$3,000.00). The Grantor is not obligated or authorized to award any funds in addition to this amount.
3. The Grantor agrees to pay the Grantee, upon receipt and verification of the Grantee's request and documentation for the project costs pursuant to and as defined in Exhibit "A" up to a maximum payment of \$3,000.00 or the amount of actual cash expended by the Grantee for project work, whichever is less. Payment for project costs will be contingent upon all authorized project work in Exhibit "A" being in compliance with the Secretary of the Interior's Standards for Rehabilitation and receiving approval by the Division of Codes and Building Services. Payment for project costs will be contingent upon the designation of the subject property for which grant assistance has been approved as an historic resource under Chapter 22, Lee County Land Development Code, Historic Preservation, or as may be hereafter amended, renumbered or replaced. Payment for project costs will be contingent upon execution and recording of a Mortgage and Mortgage Note, which grant a "Deferred Payment Plan."
4. The Grantor must review and approve as to form and content all proposed contracts of the Grantee for the procurement of goods and/or services relating to the project work described in Exhibit "A" and all proposed contract change orders or amendments prior to final execution of said contracts, change order or amendments, but said review and approval will not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
5. The Grantor will review and approve detailed plans, specifications and other bid documents for construction work relating to the project described in Exhibit "A"

prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Grantee and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the Lee County historic preservation program.

**Agreement Between the Board of County Commissioners,  
Lee County, Florida  
and  
Dennis E. Ross**

This Agreement is made this 18<sup>th</sup> day of April 2006, by and between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (the "Grantor") and **Dennis E. Ross** (known as the "Grantee"), of 5653 Shadow Lane, Bloomfield, MI 48302 and 371 Gilchrist Avenue, Boca Grande, FL 33921.

This Agreement will govern certain historic preservation activities of the Grantee to be financed by the Grantor.

I. TERMS OF AGREEMENT

A. This Agreement will commence on, April 18, 2006, and will continue in full force and effect to, and including, April 18, 2007.

B. The Grantor agrees to allocate the Grantee the maximum sum of Twenty four thousand three hundred seventy-five dollars (\$24,375.00) for the successful completion of the items of performance agreed to herein in Exhibit "A."

C. Under this agreement, liability of the Grantor will not exceed the total funds offered.

D. Either party may terminate this Agreement for breach of contract or in the event of no availability of funds with such notice as is reasonable under the circumstances. Either party may also terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. The Grantor or Grantee may, from time to time, request changes in the services to be provided under this Agreement. Such requested changes must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.

F. The Grantee, in performing the requirements of this Agreement, must comply with applicable laws, rules, regulations, ordinances, and codes of the Federal, state, and local governments.

G. The Grantee will be liable and agree to be liable for and must indemnify and hold the Grantor harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney's fees arising out of the Grantee's errors, omissions, and/or negligence. This includes the misappropriation or unauthorized use of the funds made available by the Grantor. The ultimate responsibility for insuring proper use of the funds will rest with the Grantee.

H. Grantee will return to the Grantor any funds disallowed pursuant to the terms of this Agreement. Should repayment not be made within thirty (30) days of written notice by certified mail of demand, the Grantor will charge interest of one (1) percent per month compounded on the outstanding balance.

I. Grantee's Accounting Records must provide for an accurate and timely recording of receipts and expenditures. Procedures must be adequate to ensure that costs charged to this grant by Grantee are for allowable purposes and that documentation is readily available to verify accuracy.

J. Any unencumbered and unexpected funds remaining at the end of this Agreement will revert back to the Grantor and will be refunded within thirty (30) days from date of termination, unless agreed otherwise, in writing, by both parties.

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ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairwoman

By: \_\_\_\_\_  
Dennis E. Ross, Grantee

Social Security #: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

Grantee Signatures must be witnessed by two individuals whose names and addresses are provided with their signatures.

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

## EXHIBIT "A"

1. The project, as approved for grant assistance, will consist of the following authorized scope of project work for 371 Gilchrist Avenue, Boca Grande, FL 33921:

All costs related to the replacement of the existing roof with a metal roof

Located at:

371 Gilchrist Avenue, Boca Grande, FL 33921

STRAP: 14-43-20-01-00017.0170

Legal Description:

Lots 17 and 18, Block 17, REVISED PLAT OF BOCA GRANDE, a subdivision according to the Plat thereof, recorded in Plat Book 7 Pages 1 and 1A of the Public Records of Lee County, Florida.

2. The amount of funds awarded under this grant is Twenty four thousand three hundred seventy- five dollars (\$24,375.00). The Grantor is not obligated or authorized to award any funds in addition to this amount.
3. The Grantor agrees to pay the Grantee, upon receipt and verification of the Grantee's request and documentation for the project costs pursuant to and as defined in Exhibit "A" up to a maximum payment of \$24,375.00 or the amount of actual cash expended by the Grantee for project work, whichever is less. Payment for project costs will be contingent upon all authorized project work in Exhibit "A" being in compliance with the Secretary of the Interior's Standards for Rehabilitation and receiving approval by the Division of Codes and Building Services. Payment for project costs will be contingent upon the designation of the subject property for which grant assistance has been approved as an historic resource under Chapter 22, Lee County Land Development Code, Historic Preservation, or as may be hereafter amended, renumbered or replaced. Payment for project costs will be contingent upon execution and recording of a Mortgage and Mortgage Note, which grant a "Deferred Payment Plan."
4. The Grantor must review and approve as to form and content all proposed contracts of the Grantee for the procurement of goods and/or services relating to the project work described in Exhibit "A" and all proposed contract change orders or amendments prior to final execution of said contracts, change order or amendments, but said review and approval will not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
5. The Grantor will review and approve detailed plans, specifications and other bid documents for construction work relating to the project described in Exhibit "A" prior to the execution of any contract for such work; review and comment on all

preliminary reports and recommendations; and confer with the Grantee and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the Lee County historic preservation program.