

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

Blue Sheet No. 20070506

1. ACTION REQUESTED/PURPOSE: Execute the grant award agreements for the 2006-2007 Lee County Historic Preservation Grant Assistance Program as recommended by Planning Division Staff and the Historic Preservation Board.

2. FUNDING SOURCE: Fund: Lee County Unincorporated Area Municipal Service Taxing and Benefit Unit (MTSU)
Program: Planning

3. WHAT ACTION ACCOMPLISHES: Allows the county to enter into agreements with the grant recipients who will use these funds to rehabilitate historic structures.

4. MANAGEMENT RECOMMENDATION: Execute grant award agreements

5. Departmental Category: CAA		6. Meeting Date: 04/24/2007
7. Agenda:	8. Requirement/Purpose: (specify)	9. Request Initiated:
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	Commissioner N/A
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department Community Development
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	Division Planning
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other	By: Paul O'Connor, Planning Director
<input type="checkbox"/> Walk-On		<i>POC 04/10/07</i>

10. 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 22, 2007, 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 2006/2007 under the Lee County Historic Preservation Grant Assistance Program is \$100,000. Additional funds are available because two grant funded projects came in under budget making an additional \$19,549 available.

Commissioners	\$100,000
Balance of C-3473	12,911
Balance of C-3406	6,628
Total Available	119,549

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

ATTACHMENTS:

-Lee Cty Historic Preservation Board's recommendations for 2006/2007 Historic Preservation Grant Assistance Program
 -Grantee contract agreements.

11. 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>POC For Mary Gibbs</i>	<i>Cindy Roggensack</i>	N/A	N/A	<i>[Signature]</i> 4-10-07	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

12. Commission Action:

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

RECEIVED BY
COUNTY ADMIN: *[Signature]*
4-11-07

[Signature]
COUNTY ADMIN
FORWARDED TO: *[Signature]*
4-12-07
1:30pm

Rec. by CoAtty

Date: 4/10/07

Time: 1:25pm

Forwarded to:
Admin

4/10/07 4:55 AM

Summary of Funding Requests for FY 2006-2007 Lee County Historic Preservation Grant Assistance

Project Number	Applicant	Total Project Cost	Cost Share	Grant Funds Requested	HPB / Staff Recommendations
06/07-01	Bayfront Cottage, 4244 Pine Island Rd. (Matlacha)	\$ 3,500	\$ 1,700	\$ 1,620	\$1,620
06/07-02	Diana Culver Project, 4317 Pine Island Road (Matlacha)	\$ 1,500	\$ -	\$ 1,500	\$750
06/07-03	Old Estero School House & Collier House Community Park (Estero)	\$ 201,720	\$ 150,000	\$ 51,720	\$30,000
06/07-04	Johann Fust Community Library, 1040 West 10th Street (Boca Grande)	\$ 60,500	\$ 30,250	\$ 30,250	\$20,000
06/07-05	Idylwild Farm, 13231 Idylwild Farm Road (Buckingham)	\$ 35,219	\$ 17,610	\$ 17,609	\$12,450
06/07-06	White Wash Alley/ Joiner, 381 Tarpon Avenue (Boca Grande)	\$ 115,853	\$ 57,927	\$ 57,926	\$23,543
06/07-07	Peace House, 5170 Buckingham Road (Buckingham)	\$ 11,315	\$ 7,000	\$ 4,315	\$4,315
06/07-08	Menge-Hansen Railway Complex, 5415 Palm Beach Blvd. (Tice)	\$ 8,922	\$ 4,461	\$ 4,461	\$4,461
06/07-9	Wightman House, 18661 Palm Beach Blvd. (Alva)	\$ 61,099	\$ 35,847	\$ 25,252	\$20,000
	Total	\$ 499,628	\$ 304,795	\$ 194,653	\$ 117,139

Special Project _____ → **\$2,400**

Evaluation for National Register and Preparation of National Register District for commercial buildings in downtown Boca Grande.

\$119,539

**Agreement Between the Board of County Commissioners,
Lee County, Florida
and
Theresa Marie Wible**

This Agreement is made this 24th day of April 2007, 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 **Theresa Marie Wible** (known as the "Grantee"), of 1407 Beta Court North, West Palm Beach, FL 33406.

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 24, 2007, and will continue in full force and effect to, and including, April 24, 2008.

B. The Grantor agrees to allocate the Grantee the maximum sum of One thousand six hundred twenty dollars (\$1,620.00) 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: _____
Chair

By: _____
Theresa Marie Wible, 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 4244 Pine Island Road NW, Matlacha, FL 33993:

Rehabilitation including roof repairs.

Located at:

4244 Pine Island Road NW, Matlacha, FL 33993

STRAP: 24-44-22-01-00001.0100

Legal Description:

Lot 10, 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 One thousand six hundred twenty dollars (\$1,620.00). 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 \$1,620.00 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
Diane Foreman Culver**

This Agreement is made this 24th day of April 2007, 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 **Diane 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 24, 2007, and will continue in full force and effect to, and including, April 24, 2008.

B. The Grantor agrees to allocate the Grantee the maximum sum of Seven hundred and fifty dollars (\$750.00) 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: _____
Chair

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 33993:

Rehabilitation including roof repairs.

Located at:

4317 Pine Island Road, Matlacha, FL 33993

STRAP: 24-44-22-01-00001.0150

Legal Description:

Lots 15 & 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 Seven hundred and fifty dollars (\$750.00). 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 \$750.00 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."
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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
Estero Historical Society, Inc.**

This Agreement is made this 24th day of April 2007, 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 **the Estero Historical Society, Inc.** (known as the "Grantee"), of 20098 Ballylee Court, P.O. Box 1314, Estero, FL 33928.

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 24, 2007, and will continue in full force and effect to, and including, April 24, 2008.

B. The Grantor agrees to allocate the Grantee the maximum sum of Thirty thousand dollars (\$30,000.00) 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.

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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: _____
Chair

By: _____
Estero Historical Society, Inc., 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 Lee County Estero Community Park, 9200 Corkscrew Palms Blvd., Estero:

Architectural services for the historic Old Estero School House and Collier House.

Located at:

9200 Corkscrew Palms Blvd., Estero, FL

STRAP: 34-46-25-01-0000C.017A

Legal Description:

FLA GULF LAND CO SUBD

BLOCK C, PB 1 PAGE 59

PT LOT C17 THE WESTERLY 335 FT + LT 18 + OR 3028 PG 3722 +N 1/2 OF
LTS 19 + 20 + PT LTS 21 + 22 + OR 1739 PG 2317 + R/W OR 2816 PG 551+
4595/2265LESS OR 4595/2269

2. The amount of funds awarded under this grant is Thirty thousand dollars (\$30,000.00). 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 \$30,000.00 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.

00000



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/05
10/24/06

85-8012675662C-0	03/13/2006	03/31/2011	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ESTERO HISTORICAL SOCIETY INC
20098 BALLYLEE CT
ESTERO FL 33928-3060

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/05

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.

State of Florida



Department of State

I certify from the records of this office that ESTERO HISTORICAL SOCIETY, INC. is a corporation organized under the laws of the State of Florida, filed on November 12, 1999.

The document number of this corporation is N99000006747.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 2000, that its most recent annual report/uniform business report was filed on March 6, 2000, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.



CR2EO22 (1-99)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Tenth day of March, 2000

Katherine Harris

Katherine Harris
Secretary of State

**Agreement Between the Board of County Commissioners,
Lee County, Florida
and
Johan Fust Community Library**

This Agreement is made this 24th day of April 2007, 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 **the Johan Fust Community Library** (known as the "Grantee"), P.O. Box 309, 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 24, 2007, and will continue in full force and effect to, and including, April 24, 2008.

B. The Grantor agrees to allocate the Grantee the maximum sum of Twenty thousand dollars (\$20,000.00) for the successful completion of the items of performance agreed to herein in Exhibit "A."

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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.

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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: _____
Chair

By: _____
Johan Fust Community Library, 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 Johan Fust Community Library, 1040 West Tenth Street, Boca Grande, FL, 33921:

Rehabilitation including window replacement/repair.

Located at:

1040 West Tenth Street, Boca Grande, FL, 33921

STRAP: 14-43-20-01-00035-0020

Legal Description:

Lots 2,4,6 and Easterly half of lot 8, Block 35, Boca Grande, according to the Plat thereof which is recorded in Plat Book 7 at Page 1 of the Public Records of Lee County, Florida.

2. The amount of funds awarded under this grant is Twenty thousand dollars (\$20,000.00). 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 \$20,000.00 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
Richard E. Hendrix**

This Agreement is made this 24th day of April 2007, 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 **Richard E. Hendrix** (known as the "Grantee"), Idylwild Farm, 13231 Idylwild Farm 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 24, 2007, and will continue in full force and effect to, and including, April 24, 2008.

B. The Grantor agrees to allocate the Grantee the maximum sum of Twenty-three thousand five hundred forty-three dollars (\$23,543.00). 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: _____
Chair

By: _____
Richard E. Hendrix, 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 Idylwild Farm, 13231 Idylwild Farm Road, Fort Myers, FL 33905

Rehabilitation including roof repairs/replacement.

Located at:

13231 Idylwild Farm Road, Fort Myers, FL 33905

STRAP: 05-44-26-00-00008-0040

Legal Description:

Parcel in Northwest quarter of Section 5, Township 44, Range 26, Fort Myers according to the Plat thereof which is recorded in OR 824 at Page 392 of the Public Records of Lee County, Florida.

2. The amount of funds awarded under this grant is Twelve thousand four hundred and fifty dollars (\$12,450.00). 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 \$12,450.00 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
Elizabeth F. Joiner**

This Agreement is made this 17th day of April 2007, 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 **Elizabeth F. Joiner** (known as the "Grantee"), White Wash Alley, 381 Tarpon Avenue, P.O. Box 282, 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 24, 2007, and will continue in full force and effect to, and including, April 24, 2008.

B. The Grantor agrees to allocate the Grantee the maximum sum of Twenty three thousand five hundred and forty-three dollars (\$23,543.00) 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: _____
Chair

By: _____
Elizabeth F. Joiner, 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 White Wash Alley, 381 Tarpon Avenue, Boca Grande, FL 33921:

Rehabilitation including siding repair and replacement.

Located at:

381 Tarpon Avenue, Boca Grande, FL 33921

STRAP: 14-43-20-01-00013.0170

Legal Description:

Lots 17 and 18, Block 13, Boca Grande according to the Plat thereof which is recorded in Book 7 at Page 1 of the Public Records of Lee County, Florida.

2. The amount of funds awarded under this grant is Twenty three thousand five hundred and forty-three dollars (\$23,543.00). 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 \$23,543.00 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 Alfaro and Kara Sebbert-Alfaro**

This Agreement is made this 24th day of April 2007, 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 Alfaro and Kara Sebbert-Alfaro** (known as the "Grantee"), Peace House, 5170 Buckingham 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 24, 2007, and will continue in full force and effect to, and including, April 24, 2008.

B. The Grantor agrees to allocate the Grantee the maximum sum of Four thousand three hundred fifteen dollars (\$4,315.00) 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: _____
Chair

By: _____
Sergio Alfaro and
Kara Sebbert-Alfaro, Grantees

Social Security #: _____

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 Peace House, 5170 Buckingham Road, Fort Myers, FL 33905

Rehabilitation including window replacement and installation.

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 Four thousand three hundred fifteen dollars (\$4,315.00). 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 \$4,315.00 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
Leeward Yacht Club LLC**

This Agreement is made this 24th day of April 2007, 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 **Leeward Yacht Club LLC** (known as the "Grantee"), 5601 Palm Beach Blvd., 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 24, 2007, and will continue in full force and effect to, and including, April 24, 2008.

B. The Grantor agrees to allocate the Grantee the maximum sum of Four thousand four hundred sixty-one dollars (\$4,461.00) 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: _____
Chair

By: _____
Pat Riley, General Manager
Leeward Yacht Club LLC, 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 Menge-Hanson Railway Complex, 5605 Palm Beach Blvd., Fort Myers, FL 33905

National Register nomination and information for museum displays.

Located at:

Menge-Hanson Railway Complex, 5605 Palm Beach Blvd.,

Fort Myers, FL 33905

STRAP: 34-43-25-00-00008.0010

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTIONS 34 AND 35, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.88°42'49"W. ALONG THE SOUTH LINE OF SAID SECTION 34 FOR A DISTANCE OF 440.00 FEET; THENCE RUN N.01°01'19"W. FOR A DISTANCE OF 574.91 FEET, MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80 AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP 1202-(106) 202; AND THE POINT OF BEGINNING; OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN S.57°55'19"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 80 FOR A DISTANCE OF 179.72 FEET; THENCE RUN N.32°07'13"W., FOR A DISTANCE OF 92.41 FEET; THENCE RUN N.45°53'31"W., FOR A DISTANCE OF 50.32 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 22.50 FEET, THROUGH A CENTRAL ANGLE OF 17°36'09", SUBTENDED BY A CHORD OF 6.89 FEET AT A BEARING OF N.54°41'35"W., FOR A DISTANCE OF 6.91 FEET TO THE END OF SAID CURVE; THENCE RUN N.63°29'40"W., FOR A DISTANCE OF 140.74 FEET; THENCE RUN N.28°47'53"E., FOR A DISTANCE OF 69.37 FEET; THENCE RUN S.68°48'22"E., FOR A DISTANCE OF 186.21 FEET; THENCE RUN N.30°13'11"E., FOR A DISTANCE OF 147.80 FEET; THENCE RUN N.49°26'55"W., FOR A DISTANCE OF 30.81 FEET; THENCE RUN N.58°57'44"W., FOR A DISTANCE OF 36.24 FEET; THENCE RUN N.70°00'04"W., FOR A DISTANCE OF 74.00 FEET; THENCE RUN N.62°26'14"W., FOR A DISTANCE OF 82.50 FEET; THENCE RUN N.65°53'02"W., FOR A DISTANCE OF 42.61 FEET; THENCE RUN N.58°25'50"W., FOR A DISTANCE OF 48.35 FEET; THENCE RUN N.72°33'13"W., FOR A DISTANCE OF 29.53 FEET; THENCE RUN N.68°03'45"W., FOR A DISTANCE OF 61.16 FEET; THENCE RUN

N.74°07'55"W., FOR A DISTANCE OF 47.79 FEET; THENCE RUN N.85°23'32"W., FOR A DISTANCE OF 33.37 FEET; THENCE RUN N.81°57'09"W., FOR A DISTANCE OF 44.88 FEET; THENCE RUN S.88°28'10"W., FOR A DISTANCE OF 42.53 FEET; THENCE RUN N.88°26'01"W., FOR A DISTANCE OF 53.47 FEET; THENCE RUN N.78°43'11"W., FOR A DISTANCE OF 50.23 FEET; THENCE RUN N.74°47'06"W., FOR A DISTANCE OF 62.87 FEET; THENCE RUN N.73°44'43"W., FOR A DISTANCE OF 56.71 FEET; THENCE RUN N.67°19'11"W., FOR A DISTANCE OF 3.20 FEET; THENCE RUN S.22°40'49"W., FOR A DISTANCE OF 57.02 FEET; THENCE RUN N.65°54'42"W., FOR A DISTANCE OF 103.56 FEET; THENCE RUN N.24°13'04"E., FOR A DISTANCE OF 75.00 FEET; THENCE RUN N.66°38'32"W., FOR A DISTANCE OF 19.45 FEET; THENCE RUN N.68°29'33"W., FOR A DISTANCE OF 25.34 FEET; THENCE RUN N.32°57'57"W., FOR A DISTANCE OF 33.04 FEET; THENCE RUN N.13°19'03"E., FOR A DISTANCE OF 10.47 FEET; THENCE RUN N.84°32'05"W., FOR A DISTANCE OF 13.13 FEET; THENCE RUN N.49°15'24"W., FOR A DISTANCE OF 35.79 FEET; THENCE RUN N.41°52'10"W., FOR A DISTANCE OF 37.93 FEET; THENCE RUN N.39°02'15"W., FOR A DISTANCE OF 30.15 FEET; THENCE RUN S.38°30'03"W., FOR A DISTANCE OF 201.17 FEET; THENCE RUN N.00°57'11"W., FOR A DISTANCE OF 524.86 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF GOVERNMENT LOT 1; THENCE RUN N.59°08'32"E., ALONG SAID GOVERNMENT LOT 1 FOR A DISTANCE OF 14.85 FEET TO A POINT ON THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN O.R. BOOK 1690 AT PAGE 4759 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.00°00'00"W., ALONG THE BOUNDARY OF SAID PARCEL AS DESCRIBED IN O.R. BOOK 1690 AT PAGE 4759, FOR A DISTANCE OF 25.00 FEET; THENCE RUN N.59°08'32"E., ALONG THE BOUNDARY OF SAID PARCEL AS DESCRIBED IN O.R. BOOK 1690 AT PAGE 4759, FOR A DISTANCE OF 44.00 FEET; THENCE RUN S.00°00'00"E., ALONG THE BOUNDARY LINE OF SAID PARCEL AS DESCRIBED IN O.R. BOOK 1690 AT PAGE 4759, FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF SAID GOVERNMENT LOT 1; THENCE RUN S.19°29'50"W., FOR A DISTANCE OF 11.29 FEET THENCE RUN S.11°11'49"E., FOR A DISTANCE OF 16.71 FEET; THENCE RUN S.02°14'38"E., FOR A DISTANCE OF 45.98 FEET; THENCE RUN S.08°49'01"E., FOR A DISTANCE OF 41.83 FEET; THENCE RUN S.01°48'28"W., FOR A DISTANCE OF 39.92 FEET; THENCE RUN S.09°22'40"E., FOR A DISTANCE OF 8.25 FEET; THENCE RUN S.35°35'24"E., FOR A DISTANCE OF 12.45 FEET; THENCE RUN S.20°01'11"E., FOR A DISTANCE OF 9.90 FEET; THENCE RUN S.55°59'36"E., FOR A DISTANCE OF 4.62 FEET; THENCE RUN N.60°34'55"E., FOR A DISTANCE OF 4.14 FEET; THENCE RUN S.54°13'44"E., FOR A DISTANCE OF 5.92 FEET; THENCE RUN S.08°47'52"E., FOR A DISTANCE OF 26.96 FEET; THENCE RUN S.04°33'44"E., FOR A DISTANCE OF 31.45 FEET; THENCE RUN S.31°58'23"E., FOR A DISTANCE OF 19.04 FEET; THENCE RUN S.41°04'00"E., FOR A DISTANCE OF 16.46 FEET; THENCE RUN S.63°49'25"E., FOR A DISTANCE OF 9.52 FEET; THENCE RUN S.36°35'41"E., FOR A DISTANCE OF 10.01 FEET; THENCE RUN S.29°28'42"E., FOR A DISTANCE OF 12.40 FEET; THENCE RUN S.42°41'39"E., FOR A DISTANCE OF 14.45 FEET; THENCE RUN

S.88°29'19"E., FOR A DISTANCE OF 12.06 FEET; THENCE RUN S.46°35'44"E., FOR A DISTANCE OF 164.96 FEET; THENCE RUN S.39°37'58"W., FOR A DISTANCE OF 19.96 FEET; THENCE RUN S.63°25'12"E., FOR A DISTANCE OF 31.55 FEET; THENCE RUN S.24°53'26"W., FOR A DISTANCE OF 25.64 FEET; THENCE RUN S.44°53'29"E., FOR A DISTANCE OF 32.13 FEET; THENCE RUN S.62°26'34"E., FOR A DISTANCE OF 25.16 FEET; THENCE RUN S.67°19'23"E., FOR A DISTANCE OF 49.74 FEET; THENCE RUN N.18°21'50"E., FOR A DISTANCE OF 7.40 FEET; THENCE RUN S.72°22'53"E., FOR A DISTANCE OF 24.27 FEET; THENCE RUN S.36°32'47"E., FOR A DISTANCE OF 4.30 FEET; THENCE RUN S.66°19'50"E., FOR A DISTANCE OF 29.38 FEET; THENCE RUN S.63°50'34"E., FOR A DISTANCE OF 12.29 FEET; THENCE RUN S.75°58'14"E., FOR A DISTANCE OF 28.72 FEET; THENCE RUN S.86°10'54"E., FOR A DISTANCE OF 40.89 FEET; THENCE RUN S.61°55'48"E., FOR A DISTANCE OF 6.96 FEET; THENCE RUN S.74°26'03"E., FOR A DISTANCE OF 7.56 FEET; THENCE RUN S.83°06'43"E., FOR A DISTANCE OF 35.15 FEET; THENCE RUN N.88°50'54"E., FOR A DISTANCE OF 39.43 FEET; THENCE RUN S.78°51'32"E., FOR A DISTANCE OF 4.92 FEET; THENCE RUN N.87°06'49"E., FOR A DISTANCE OF 41.81 FEET; THENCE RUN S.87°10'46"E., FOR A DISTANCE OF 24.01 FEET; THENCE RUN N.87°06'49"E., FOR A DISTANCE OF 16.73 FEET; THENCE RUN N.84°06'11"E., FOR A DISTANCE OF 22.73 FEET; THENCE RUN S.81°34'47"E., FOR A DISTANCE OF 6.09 FEET; THENCE RUN N.87°06'49"E., FOR A DISTANCE OF 34.64 FEET; THENCE RUN N.78°08'51"E., FOR A DISTANCE OF 22.98 FEET; THENCE RUN N.87°06'49"E., FOR A DISTANCE OF 19.11 FEET; THENCE RUN N.81°24'32"E., FOR A DISTANCE OF 12.01 FEET; THENCE RUN N.74°07'32"E., FOR A DISTANCE OF 15.93 FEET; THENCE RUN N.42°06'00"E., FOR A DISTANCE OF 6.76 FEET; THENCE RUN N.70°20'37"E., FOR A DISTANCE OF 20.39 FEET; THENCE RUN S.83°25'28"E., FOR A DISTANCE OF 7.26 FEET; THENCE RUN S.66°21'24"E., FOR A DISTANCE OF 10.69 FEET; THENCE RUN S.39°08'12"E., FOR A DISTANCE OF 22.21 FEET; THENCE RUN S.31°12'32"E., FOR A DISTANCE OF 17.63 FEET; THENCE RUN S.19°59'38"E., FOR A DISTANCE OF 16.24 FEET; THENCE RUN S.33°52'54"E., FOR A DISTANCE OF 13.92 FEET; THENCE RUN S.47°51'59"E., FOR A DISTANCE OF 10.13 FEET; THENCE RUN S.39°47'26"E., FOR A DISTANCE OF 11.94 FEET; THENCE RUN S.45°24'34"E., FOR A DISTANCE OF 19.44 FEET; THENCE RUN S.31°56'53"E., FOR A DISTANCE OF 12.29 FEET; THENCE RUN S.66°20'32"E., FOR A DISTANCE OF 18.70 FEET; THENCE RUN S.47°51'59"E., FOR A DISTANCE OF 10.13 FEET; THENCE RUN S.32°19'51"E., FOR A DISTANCE OF 53.46 FEET; THENCE RUN S.43°48'25"E., FOR A DISTANCE OF 23.70 FEET; THENCE RUN S.61°56'32"E., FOR A DISTANCE OF 20.89 FEET; THENCE RUN S.57°21'40"E., FOR A DISTANCE OF 20.55 FEET; THENCE RUN S.76°30'19"E., FOR A DISTANCE OF 21.16 FEET; THENCE RUN S.87°41'46"E., FOR A DISTANCE OF 13.19 FEET; THENCE RUN S.71°05'27"E., FOR A DISTANCE OF 6.43 FEET; THENCE RUN S.47°54'14"E., FOR A DISTANCE OF 37.15 FEET; THENCE RUN S.81°35'06"E., FOR A DISTANCE OF 36.54 FEET; THENCE RUN N.73°05'10"E., FOR A DISTANCE OF 4.92 FEET; THENCE RUN N.87°06'49"E., FOR A DISTANCE OF 10.75 FEET; THENCE RUN S.85°01'51"E., FOR A DISTANCE OF 34.97 FEET;

THENCE RUN S.89°42'33"E., FOR A DISTANCE OF 13.29 FEET; THENCE RUN S.01°01'19"E., FOR A DISTANCE OF 38.96 FEET; THENCE RUN N.80°59'24"E., FOR A DISTANCE OF 31.83 FEET; THENCE RUN N.73°53'32"E., FOR A DISTANCE OF 63.56 FEET; THENCE RUN N.48°25'33"E., FOR A DISTANCE OF 57.87 FEET; THENCE RUN N.53°21'22"E., FOR A DISTANCE OF 59.59 FEET; THENCE RUN N.57°06'18"E., FOR A DISTANCE OF 49.37 FEET; THENCE RUN N.65°04'39"E., FOR A DISTANCE OF 61.22 FEET; THENCE RUN N.83°57'59"E., FOR A DISTANCE OF 75.26 FEET; THENCE RUN N.78°23'37"E., FOR A DISTANCE OF 45.41 FEET; THENCE RUN N.63°36'25"E., FOR A DISTANCE OF 41.66 FEET; THENCE RUN S.50°48'14"E., FOR A DISTANCE OF 9.45 FEET; THENCE RUN S.36°59'10"E., FOR A DISTANCE OF 48.02 FEET; THENCE RUN S.27°32'34"E., FOR A DISTANCE OF 28.18 FEET; THENCE RUN S.29°15'02"E., FOR A DISTANCE OF 24.81 FEET; THENCE RUN S.35°11'35"E., FOR A DISTANCE OF 1.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID PALM BEACH BLVD; THENCE RUN S.57°55'19"W., ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID PALM BEACH BLVD, FOR A DISTANCE OF 584.64 FEET, TO THE POINT OF BEGINNING; CONTAINING 6.253 ACRES, MORE OR LESS.

2. The amount of funds awarded under this grant is Four thousand four hundred sixty-one dollars (\$4,461.00). 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 \$4,461.00 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
James W. Green**

This Agreement is made this 24th day of April 2007, 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 **James W. Green** (known as the "Grantee"), P.O. Box 218, Alva, FL 33920.

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 24, 2007, and will continue in full force and effect to, and including, April 24, 2008.

B. The Grantor agrees to allocate the Grantee the maximum sum of Twenty thousand dollars (\$20,000.00) 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.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

By: _____
James W. Green, 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 Wightman House, 18661 Palm Beach Blvd., Alva, FL 33920:

Rehabilitation including window replacement/repair.

Located at:

18661 Palm Beach Blvd., Alva, FL 33920

STRAP: 30-43-27-00-00004.0090

Legal Description:

Parcel "D"

A tract or parcel of land located in the Northeast quarter of Section 30, Township 43 South, Range 27 East, Lee County, Florida. Being more particularly described as follows:

Commencing at the Northwest corner of Section 30; thence run South $01^{\circ}38'04''$ East along the West line of said Section 30 for 581.24 feet to the Northerly Right-of-Way line of Palm Beach Blvd; thence run South $83^{\circ}36'38''$ East along said Right-of-Way line for 2,713.32 feet to the Easterly Right-of-Way line of Balsey Road; thence continue running South $83^{\circ}36'38''$ East for 354.27 feet to a P.C. of a curve having for it's elements radius= 17,263.72 feet, delta= $01^{\circ}01'33''$, arc= 309.09 feet; thence run along said curve for 309.09 feet to the Point of Beginning of the herein described parcel.

From said Point of Beginning continue running along said curve for 221.21 feet, having for it's elements radius= 17,263.72 feet, delta= $00^{\circ}44'03''$, arc=221.21 feet; to the Southwest corner of the parcel as described in Official Record Book 2619 at Page 3016 of the Public Records of Lee County, Florida; thence run North $01^{\circ}07'05''$ West for 460.34 feet to the Southeast corner of the parcel as recorded in Official Record Book 2662 at Page 3248 of the Public Records of Lee County, Florida; thence run South $89^{\circ}44'58''$ West along said line for 220.51 feet; thence run South $01^{\circ}22'35''$ East for 429.47 feet to the Point of Beginning. Said parcel is subject to easements, restrictions, reservations and right-of-ways of record.

2. The amount of funds awarded under this grant is Twenty thousand dollars (\$20,000.00). 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 \$20,000.00 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.