

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Approve and execute a lease agreement between Lee County and the Estero Historical Society to lease a portion of property at the Estero Community Park for the purpose of placing the Old Estero House (1904) and the Collier House (1906) on the site.

2. FUNDING SOURCE: No funds required

3. WHAT ACTION ACCOMPLISHES: Enables the Estero Historical Society to operate a historical museum in a portion of property at the Estero Community Park.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: 11

C11A

6. Meeting Date: 05/29/07

7. Agenda:
 Consent
 Administrative
 Appeals
 Public
 Walk-On

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

9. Request Initiated:
 Commissioner _____
 Department _____
 Division _____
 By: John Yarbrough

10. Background: The Estero Historical Society is a not-for-profit corporation. They will lease a portion of property at the Estero Community Park for the purpose of placing the Old Estero House (1904) and the Collier House (1906) on the site. They have demonstrated an interest and ability to present the history of "Old Florida" to the visitors and residents of Lee County by preserving and displaying artifacts important in capturing the history of the local area. The Estero Historical Society was awarded a \$30,000 grant from the Historic Preservation Board to renovate the two buildings. The initial term of this lease agreement is for a period of thirty years. There is a renewal clause for two additional terms of five years upon mutual agreement of the parties.

No funding will be required.

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
5-14-07				Melby Brown	Analyst DEH 5/15/07	Risk MP 5/16/07	Grants MP 5/16/07	Mgr. MP 5/16/07	[Signature]

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN: [Signature]
 5/15/07
 11:45 AM
 COUNTY ADMIN
 FORWARDED TO:
 5-16-07
 3pm

Rec. by CoAtty
 Date: 5/15/07
 Time: 11:10 AM
 Forwarded To:
 11:38 AM
 CAD

**AGREEMENT BETWEEN LEE COUNTY
AND ESTERO HISTORICAL SOCIETY FOR LEASE OF LAND
AT THE ESTERO COMMUNITY PARK**

THIS AGREEMENT is made this 1st day of February, 200~~6~~⁷ *mae.* by and between Lee County, a political subdivision of the State of Florida and Charter County, by and through its **BOARD OF COUNTY COMMISSIONERS**, hereinafter called the “LESSOR” and the **ESTERO HISTORICAL SOCIETY**, a not-for-profit corporation, whose business address is Post Office Box 1314, Estero, FL 33928, hereinafter called the “LESSEE”, collectively the “Parties”, hereto.

WITNESSETH:

WHEREAS, it is the goal of Lee County to identify, preserve and protect cultural and historic sites, buildings, and artifacts important in capturing the history of the local area; and

WHEREAS, it is the policy of Lee County to educate its citizens and visitors on the significance and importance of its “Old Florida” heritage; and

WHEREAS, the Estero Historical Society has demonstrated its interest and capability presenting the history of the Old Estero School (1904) and the Collier House (1906) to the visitors and residents of Lee County by preserving the buildings as museums at Lee County’s Estero Community Park; and

WHEREAS, Lee County is committed to cooperation and positive encouragement of the creation of the historic museum at the Estero site, for visitors interested in “Old Florida” to explore; and

WHEREAS, the Estero Historical Society has made a formal request to lease a portion of the property at the Estero Community Park site to use as a museum facility; and

WHEREAS, the Lee County Board of County Commissioners finds that such use serves a valuable public purpose in educating its citizens and visitors on the history of Lee County.

NOW, THEREFORE, the Lessor, in consideration of the mutual covenants contained herein, hereby leases to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in LEE COUNTY, FLORIDA, described in Exhibit "A", which is attached hereto and hereby incorporated herein.

SECTION I: PURPOSE

It is the purpose and intent of this Lease Agreement to define the terms and conditions for use of that certain real property described in Exhibit "A".

SECTION II: OBLIGATIONS OF THE LESSOR

- A. The Lessor owns the Estero Community Park. The Lessor agrees to lease, for one (\$1.00) dollar due annually, a portion of such real property (Exhibit "A") for a term of thirty (30) years to the Lessee for purposes of placing the Old Estero School (1904) and the Collier House (1906) on such site. Lessee shall use the property as a museum and for no other purpose.

- B. The Lessor agrees to cooperate with the Lessee in granting such drainage, electric, telephone, potable water, sanitary sewer, access, or other easements, across property owned by the Lessor, as may be necessary to operate the museums.

SECTION III: OBLIGATIONS OF THE LESSEE

- A. The Lessee will provide all of the required funding for the restoration and preservation of the buildings. Within nine (9) months of execution of this Agreement, the Lessee will prepare and provide to the Lessor, detailed plans and specifications for preservation of the Old Estero School (1904) and the Collier House (1906). Restoration of the buildings shall be completed within sixty (60) months of plan approval.
- B. Prior to moving the buildings onto County property, the Lessee will provide to the Lessor documentation which indicates that the buildings were treated for termites and interior and exterior lead paint abated (strip and seal with encapsulate) to the satisfaction of the County.
- C. After receiving written notification from the Lessor that the above work has been performed to its satisfaction, the Lessee or its designee will within a reasonable time relocate the buildings to the site depicted in Exhibit "A" at Lessee's expense. During the relocation, the Lessee or its designee will consult with Lessor to ensure proper placement.
- D. The Lessee agrees to pay for the cost of relocation, construction of a new foundation upon which to place the buildings, cost of interior and exterior lead paint abatement (stripping and sealing) and termite removal. The Lessor is not responsible for any costs involved in the moving, rehabilitation, restoration or preservation of the buildings.

- E. The Lessee will not make unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida, or to the Ordinances of the County.

SECTION III: MAINTENANCE AND REPAIRS

- A. Lessee shall maintain and keep the premises in good condition.
- B. The Lessee will be solely responsible for the restoration, preservation and maintenance of the buildings. Lessee agrees to maintain and preserve the historic character of the structures in accordance with the Secretary of the Interior's Standards for Rehabilitation, as they may be promulgated from time to time.
- C. The Parties agree that the buildings will not be moved to Lessor's property until all of the following conditions have been met: (1) the Lessor inspects the buildings and tenders written verification to the Lessee that it finds all of the stated conditions have been met; (2) Lessee pays for the costs of relocating the homes and for the construction of new foundations, (3) the interior and exterior of the buildings are free of lead paint and termites and/or such has been abated and paid for the by the Lessee to the Lessor's satisfaction.
- D. Any loss and/or damage to the homes during the term of this Lease Agreement shall be at the Lessee's expense. In no event shall the Lessor be responsible for replacing or repairing the premises should destruction occur.

- E. The Lessee will be responsible for adequate security, security lights, and any security system it deems necessary to protect its property from vandalism.

SECTION V: UTILITIES

The Lessee will bear the full cost of any water and/or wastewater service(s) used by the Lessee and will also bear the cost for trash pick-up, use of electricity, telephone services, and any other utility services provided to the Lessee.

SECTION VI: ASSIGNMENT

No assignment, delegation, transfer or novation of this Agreement or part hereof, shall be made, unless approved by the Lessor and Lessee, in writing.

SECTION VII: OWNERSHIP

Lessee represented that it is the legal owner of the Old Estero School (1904) and the Collier House (1906).

SECTION VIII: HANDICAPPED STANDARDS AND ALTERATIONS

- A. The Lessee may make alterations to the premises during the term of this Lease only with the written consent of the Lessor and with the advance review and approval of the Lee County Historic Preservation Board. Lessee agrees that the Lee County Historic Preservation Board, its agents and its designees, have the right to inspect the buildings at all reasonable times upon reasonable notice in order to ascertain whether these conditions are being met.

- B. Any signs or advertising to be used in connection with the premises leased will be first submitted to the Lessor and not used without the written approval of Lessor.

SECTION IX: INJURY OR DAMAGE TO PROPERTY ON PREMISES

- A. All property that may be constructed, placed or located on the premises by the Lessee during the continuance of this Lease will be at the sole risk of the Lessee, except for any property owned by Lessor.
- B. The Lessee will pay any insurance premiums as required on the property it owns. The Lessor will not be liable for injury, loss, damages or theft to persons or property or fixtures belonging to the Lessee located on the leased property.
- C. The Lessee shall procure and maintain in force liability insurance, including coverage for personal injury, death, property damage and any other losses, expenses and attorney fees in the amounts specified in the attached Exhibit "B". Lessor shall be named as an additional insured on the insurance policy to indemnify the Lessor for claims resulting from the use of the property. Lessee shall provide the Lessor copies of the certificates of the required insurance prior to moving the homes to the County's property.

SECTION X: RIGHT TO TERMINATE

Either Party shall have the right to terminate this Lease for good cause, upon the giving of one (1) year written notice to the other Party by certified mail. Upon termination, Lessee shall return the property to its original condition.

SECTION XI: LIABILITY

- A. The Lessee shall defend, hold harmless and indemnify the County from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including but not limited to attorney's fees and court costs, brought by third parties arising from the acts or omissions of the Lessee, its agents, employees, contractors or during the Lessee's use of the County's property.

- B. The County will be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful acts(s) or omission(s) of any official or employee of the County while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in section 768.28, Florida Statutes, as it may be revised or amended from time to time.

(Balance of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have set their hands on the day, month and year first above written.

ESTERO HISTORICAL SOCIETY

WITNESS:

By: Mabel V. [Signature]

BY: Mary Ann Weenen, [Signature]
Mary Ann Weenen, President

WITNESS:

By: D. W. [Signature]

APPROVED AS TO FORM:

BY: [Signature]
Counsel to Historical Society

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

EXHIBIT "A"

Site Address

9200 Corkscrew Palms Boulevard
Estero, FL 33928

Parcel Number

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

Legal Description

FLA GULF LAND CO SUBD BLK C PB 1 PG 59 PT LOT C17 THE WLY 335
FT + LT 18 + OR 3028 PG 3722 + N ½ OF LTS 19 + 20 + PT LTS 21 + 22
+ OR 1739 PG 2317 + R/W OR 2816 PG 551 + 4595/2265 LESS OR
4595/2269

Exhibit "B"

1. Minimum Insurance Requirements

Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$500,000 bodily injury per person (BI)
\$500,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$500,000 combined single limit (CSL) of BI and PD

- b. Building Coverage - The Lessee shall provide building insurance. Coverage shall be "Special Form" with limits equal to 100% of the replacement value of the structure(s), building(s) or addition(s).

2. Verification of Coverage:

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
- i. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy.***
 - ii. ***"Lee County" will be named as "Loss Payee" on the building insurance policy.***
 - iii. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager, Post Office Box 398, Fort Myers, Florida 33902.

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR JD
ESTER-3

DATE (MM/DD/YYYY)
02/01/07

PRODUCER
Lutgert Insurance - Naples
1395 Panther Lane
PO Box 112500
Naples FL 34108
Phone: 239-262-7171 Fax: 239-262-5360

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Estero Historical Society
Jean Pryal
PO Box 1314
Estero FL 33928

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Auto-Owners Insurance, Inc	18988
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	2068053607	03/08/07	03/08/08	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The certificate holder is included as additional insured as respects General Liability for premises. Fx: 335-2262

CERTIFICATE HOLDER
LEECO24
Lee County BOCC
Risk Mangement - 4th Floor
2115 Second St
Fort Myers FL 33901

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
H.A. Humbert