

RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF FORT MYERS BEACH, FLORIDA
RESOLUTION NUMBER 04-32

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH,
FLORIDA, TO AUTHORIZE THE PLACEMENT OF
RESTRICTIVE COVENANTS ON THE MOUND HOUSE AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Fort Myers Beach, applied for and received a grant from the
State of Florida, Department of State, Division of Historical Resources; and,

WHEREAS, it is only proper that the Department protect their investment with
Restrictive Covenants.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
FORT MYERS BEACH, FLORIDA:

SECTION ONE: The Mayor is authorized and directed to sign the attached Restrictive Covenants
as Owner and Grant Recipient and the Town Manager is authorized and directed to cause the
document to be recorded in the Public Records of Lee County and sign the necessary documents to
implement the intent of this resolution.

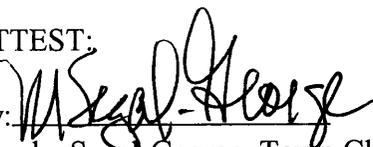
SECTION TWO: Effective Date. This resolution shall become effective upon adoption.

The foregoing resolution was adopted by the Fort Myers Beach Town Council upon being
put to a vote, the result was as follows:

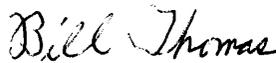
Howard Rynearson	<u>Aye</u>
Don Massucco	<u>Aye</u>
Bill Thomas	<u>Aye</u>
W. H. "Bill" Van Duzer	<u>Aye</u>
Garr Reynolds	<u>Aye</u>

Adopted this 27th day of September, 2004.

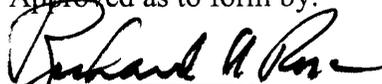
ATTEST:

By: 
Marsha Segar-George, Town Clerk

TOWN OF FORT MYERS BEACH

By: 
Bill Thomas, Mayor

Approved as to form by:


Richard V.S. Roosa, Town Attorney



INSTR # 6466793
 OR BK 04450 Pgs 4618 - 4622; (5pgs)
 RECORDED 09/30/2004 02:14:26 PM
 CHARLIE GREEN, CLERK OF COURT
 LEE COUNTY, FLORIDA
 RECORDING FEE 44.00
 DEPUTY CLERK N Kortright

RESTRICTIVE COVENANTS

THESE COVENANTS are entered into this 28 day of September, 2004 by MARSHA SEGAL-GEORGE, hereinafter referred to as the Owner, and Town of Fort Myers Beach hereinafter referred to as the Grant Recipient, and shall be effective for a period of ten years from the date of recordation by the Clerk of the Circuit Court of County, Florida.

WHEREAS, the Owner is the fee simple titleholder of the Property located at 289 Connecticut Street, Fort Myers Beach, County, Florida, as described in Exhibit A, attached to and made a part hereof and

WHEREAS, the Grant Recipient is to receive State Historic Preservation Grant assistance funds administered by the State of Florida, Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of \$269,500.00, to be used for the restoration and preservation of the property of the Owner as described in Exhibit A, and

WHEREAS, said State funds have been or will be expended for the purpose of preserving the historic qualities of the property or contributing to the historic character of the district in which the property is located,

Now THEREFORE, as part of the consideration for the State grant, the Owner and the Grant Recipient hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for a period stated in the preamble above:

1. The Owner and the Grant Recipient agree to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
2. The Owner and the Grant Recipient agree that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department's Bureau of Historic Preservation.
3. The Owner and the Grant Recipient agree that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.

7

4. The Owner and the Grant Recipient agree that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
5. The Owner and the Grant Recipient agree that these restrictions shall encumber the property for a period of ten years from the date of recordation, and that if the restrictions are violated within the ten year period, the Department shall be entitled to liquidated damages pursuant to the following schedule:
 - a. If the violation occurs within the first five years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount.
 - b. If the violation occurs after the first five years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five. For instance, if the violation occurs after the sixth anniversary of the effective date of these covenants, but prior to the seventh anniversary, the Department shall be entitled to return of 80% of the original grant amount.
6. The Owner agrees to file these covenants with the Clerk of the Circuit Court of **County**, Florida, and shall pay any and all expenses associated with their filing and recording.
7. The Owner and Grant Recipient agree that the Department shall incur no tax liability as a result of these restrictive covenants.

[Signature]
Witness Signature

Marsha Segal-George
GRANT RECIPIENT

MATTEWBY
Witness Name Typed/Printed

2523 ESTERO BLVD
Grant Recipient's Address

[Signature]
Witness Signature

FT MYERS BEACH, FL 33931
City State Zip

Janeen A Bulawstis
Witness Name Typed/Printed

The State of Florida
County of Lee

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that MARSHA SEGAL-GEORGE personally (Name)

appeared as TOWN MANAGER for TOWN OF FT MYERS BEACH
(Officer) (Name of Corporation/Partnership)

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced PERSONALLY KNOWN

Executed and sealed by me at FT MYERS BEACH, Florida on 9/28, 2004.



OFFICIAL SEAL
Jill C. Bitterman
DD# 101828
My Commission Expires March 20, 2006

Jill C Bitterman
Notary Public in and for

The State of FLORIDA

My commission expires: 3/20/06

[SEAL]

This instrument was prepared under the supervision of Frank R. Stockton, Attorney, Florida Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250.

IN WITNESS WHEREOF, the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

WITNESSES:

[Signature]
Witness Signature

Marsha Segal-George
OWNER

MATT FEENEY
Witness Name Typed/Printed

2523 ESTERO Blvd.
Owner's Address

[Signature]
Witness Signature

Ft MYERS Beach, FL 33931
City State Zip

Janeen A Palustis
Witness Name Typed/Printed

The State of Florida
County of LEE

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that Marsha Segal-George personally
(Name)

appeared as Town Manager for Town of Ft Myers Beach
(Officer) (Name of Corporation/Partnership)

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced Personally Known

Executed and sealed by me at Ft Myers Beach, Florida on 9/20, 2004.

Jill C Bitterman
Notary Public in and for

The State of FLORIDA

My commission expires: 3/20/06



OFFICIAL SEAL
Jill C. Bitterman
DD# 101828
My Commission Expires March 20, 2006

[SEAL]

EXHIBIT "A"

Lot 46, CASE SUBDIVISION OF GOVERNMENT LOTS NO. ONE, TWO AND THREE of Section 29, Township 45 South, Range 24 East, in Lee County, Florida, according to the plat recorded in Plat Book 1, page 58, as affected by conveyance and affidavit recorded in Deed Book 131, pages 300 through 304, all of the public records of Lee County, Florida.

LESS AND EXCEPTING THE FOLLOWING:

Beginning at the southeasterly corner of Lot 47 of CASE'S SUBDIVISION; thence running northeasterly along the easterly boundary of Lot 47 of said subdivision to the northeasterly corner of said Lot 47 to the Point of Beginning of the land herein excepted; thence running northeasterly in a direct line along the easterly boundary of said Lot 47 projected in a northerly direction to a point intersecting the south line of Section 29, Township 45 South, Range 24 East; thence running west along the south line of said Section 29 to a point intersecting the northeasterly corner of Lot 45 of CASE'S SUBDIVISION aforesaid; thence running southwesterly along the easterly boundary of said Lot 45 to the northwesterly corner of Lot 47 of said subdivision; thence running southeasterly along the northerly boundary of said Lot 47 to the Point of Beginning.

ALSO LESS AND EXCEPTING that part of Lot 46, CASE SUBDIVISION, according to a plat thereof recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131, at pages 300 to 304, of the public records of Lee County described as follows:

Beginning at the corner common to Lots 46 and 50 of said CASE SUBDIVISION on the northwesterly side of Connecticut Street, run northeasterly along said street for 451 feet; thence run northwesterly perpendicular to said street for 100 feet; thence run northeasterly parallel with said street for 100 feet; thence run northwesterly perpendicular to said street for 115 feet; thence run northeasterly parallel to said street for 400 feet, more or less, to the waters of Ostego Bay; thence run northwesterly along said Bay to a point on the north line of said Section 29; thence run west along said section line to an intersection with a northeasterly prolongation of the line dividing Lots 47 and 48 of CASE SUBDIVISION; thence run southwesterly along said prolongation for 564.9 feet to the northeasterly corner of said Lot 47; thence run southeasterly along the southwesterly line of said Lot 46 to the Point of Beginning.

ALSO LESS AND EXCEPTING:

A tract or parcel of land lying in Lot 46 of CASE SUBDIVISION, according to plat recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131, at pages 300 to 304, inclusive, of the public records of Lee County, which tract or parcel is described as follows:

Beginning at the most easterly corner of Lot 6, Block A of Shell Mound Park, according to plat recorded in Plat Book 11, at page 4 of said public records, run northeasterly along a prolongation of the southeasterly line of said Lot 6, along the northwesterly line of Connecticut Street for 100 feet; thence deflect 90°00' to the left and run northwesterly, parallel with the northeasterly line of said Lot 6 for 100.0 feet to the southeasterly corner of a waterway as shown on said plat of Shell Mound Park; thence deflect 90°00' to the left and run southwesterly along the southeasterly line of said waterway for 100.0 feet, to the most northerly corner of said Lot 6; thence run southeasterly along said northeasterly line of said lot for 100 feet to the Point of Beginning.

RECORDER'S MEMO

Legibility of Writing, Typing or
Printing Unsatisfactory in this
Document When Received.