

M E M O R A N D U M

To: Town Commission
From: Tom Harmer, Town Manager
Report date: November 3, 2020
Meeting date: November 9, 2020
Subject: Update on Historic Whitney Beach Cottage Proposed for Placement on Town Center Property

Recommended Action

Provide direction to Manager

Background

At the October 19, 2020 Town Commission Regular Workshop, the Commission was provided background information regarding an opportunity to relocate one of the Whitney Cottage buildings owned by the Longboat Key Historical Society to the Town Center. The cottage is approximately 16 x 25' or 400 sq. feet. It is basically 4 walls with no interior dividers or rooms.

At the November 2, 2020 Town Commission Regular Meeting, the Commission discussed a draft lease as well as a proposed location within the boundaries of the Town Center property. Staff originally examined 5 potential areas but recommended a site that is directly behind Chase Bank due to the following:

- Easiest for a contractor to set-up
- In close proximity to electric
- Building would provide a visible barrier to an unsightly electrical panel and electrical boxes currently on the property
- Handicapped parking already exists on this side of the property and would provide accessibility from the parking lot
- The location is quite level and allows space for a handicapped accessible ramp
- Designated parking for the cottage is readily available

During discussion, a Commissioner proposed one of the other originally identified locations as a more desirable option. This site is located directly in front of the drainage ditch that is between the back side of the Tennis Center and Town Center property.

After further discussion, Commission direction was to have staff stake out both locations, allow Commissioners to individually review each site, and re-consider the site for placement of the cottage, and take formal action at a Special Meeting scheduled immediately following conclusion of the November 9, 2020 Regular Workshop Meeting.

In addition, the Town Attorney made some minor modifications to the proposed lease that was originally presented:

1. Language was inserted to address that the lessee is responsible for any governmental tax or assessment liability.
2. Language was added to clarify the Town's ability to enforce the requirement to maintain the property.
3. Language was added to clarify the connection to utilities.

The second site has been staked for the Commissioners to review. Two different configurations in that area have been marked. The staff believes this site will require the reduction of 1-2 parking spaces to accommodate the cottage and create a handicapped spot in the area. Depending on the orientation, the removal of 1 – 2 oak trees adjacent to the proposed location may be necessary.

Based on Commission direction, the staff will finalize the location and Exhibit A of the proposed Lease Agreement. Three examples of the exhibit are included for your information.

Staff Recommendation

Provide direction to the Manager

Attachments

- A. Proposed Lease with Longboat Key Historical Society – Redlined Version
- B. Proposed Lease with the Longboat Key Historical Society – Clean Version
- C. Exhibit A
- D. Exhibit B
- E. Exhibit C

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is made and entered into this _____ day of _____, 2020 ("Effective Date"), at Longboat Key, Florida, by and between the TOWN OF LONGBOAT KEY, a Municipal Corporation under the laws of the State of Florida, hereinafter referred to as "Lessor," and THE LONGBOAT KEY HISTORICAL SOCIETY, INCORPORATED, a State of Florida Not-for-Profit Corporation, hereinafter referred to as "Lessee."

1. DESCRIPTION OF PREMISES

Lessor owns certain real property located in Longboat Key, Florida at 555 Bay Isles Parkway, Sarasota County Parcel ID No. 0006130018 (the "Property"), which is generally referred to as the Town Center site. Lessor leases to Lessee and Lessee rents from Lessor the "Premises," defined herein as a portion of the Property located within the Town Center site comprising approximately one thousand (1,000) square feet (approximately 20' x 50'), as shown outlined in red and labeled as the "General Location" as shown on Exhibit "A" attached hereto. As used in this Lease, the term "Premises" refers to the real property described herein and as shown in Exhibit "A" and any improvements located on that property from time to time during the term of this Lease.

2. USE AND OCCUPANCY OF PREMISES

Lessee shall use and occupy the Premises for the purpose of relocating one of Lessee's historic cottages (known as the "Linen Building Cottage") to the Premises. Further, Lessee shall operate and maintain the historic cottage as a function of the Longboat Key Historical

Society, to include historical artifacts and related information, with said cottage being accessible to the general public.

3. TERM

The initial term of this Lease shall be for five (5) years, commencing on the Effective Date. Lessee and Lessor shall have the option to renew this Lease and extend the lease term for one (1) additional five (5) - year period. Following the renewal term, Lessee and Lessor shall have the option to renew this Lease and extend the lease term for additional one (1)-year periods. In order to exercise any options under this Lease, the Lessee must not be in default under any of the terms and conditions of this Lease. Lessee shall exercise said options by delivering written notice to the Lessor of its intention to renew no later than three (3) months prior to the expiration of the then current lease term. Unless otherwise modified by the parties by written amendment to this Lease, the terms and conditions of the Lease shall remain unchanged during any renewal period. Should the Lessee require the use of the Premises beyond the foregoing described time frames, then Lessor agrees to allow Lessee to continue the occupancy as a month-to-month tenancy provided that Lessee notifies Lessor of such necessary continued use at least thirty (30) days prior to the end of the then current lease term. The terms and conditions of the Lease shall remain unchanged during such month-to-month tenancy.

4. RENT

The total annual rent under this Lease shall be ten dollars (\$10.00) per year payable in advance by Lessee to Lessor, on the Effective Date and thereafter on the anniversary of

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the Effective Date during each year of the lease term. There shall be no security deposit owed by Lessee under the terms of this Lease.

The rent specified herein shall be net to Lessor and all costs, expenses, and obligations of every kind related to the Premises which may arise or become due during the term of this Lease shall be paid by Lessee unless otherwise provided for herein.

5. WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants that Lessor is seized of the Premises in fee simple and has full right to make this Lease and that Lessee shall have possession of the Premises during the term of this Lease.

6. WASTE AND NUISANCE PROHIBITED

During the term of this Lease, Lessee shall comply with all applicable federal, state and local laws, regulations, ordinances or rules affecting the Premises. In addition, Lessee shall not commit, or allow to be committed, any waste on the Premises, create or allow any nuisance to exist on the Premises, or use or allow the Premises to be used for any unlawful purpose.

7. ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the Premises at any time during the term of this Lease. If Lessee abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, Lessee shall remove any and all personal property belonging to Lessee within thirty (30) days of being notified in writing by Lessor of any personal property

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remaining within the Premises. Any personal property remaining in the Premises beyond that time frame shall be deemed to be abandoned by Lessee.

8. LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter the Premises at all reasonable times for the purpose of inspecting them or for the purpose of performing any of Lessor's obligations under this Lease. Lessor may, in connection with performing its obligations under this Lease erect fences and similar structures, post relevant notices, and place moveable equipment on the Premises without any reduction of rent and without incurring any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises. Notwithstanding the foregoing, nothing herein shall be construed to create an obligation on the part of the Lessor to maintain or otherwise repair the Premises.

9. SUBLETTING AND ASSIGNMENT

Lessee shall not assign this Lease, or any interest in this Lease, or sublet the Premises, or any part of the Premises, or any right or privilege appurtenant to the Premises.

10. UTILITIES

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, internet service, and other public utilities that Lessee has furnished to the Premises throughout the term of this Lease, and, unless otherwise specified herein, all other costs and expenses of every kind whatsoever ~~of or in connection with the~~ including all such costs and expenses associated with such utility connections, use, operation, and maintenance of the Premises and all activities conducted on the Premises.

11. NOTICES

All notices, demands, or other writings given pursuant to the provisions of this Lease shall be made in writing and delivered personally to the person to whom the notice is given or deposited in the United States mail, postage prepaid, and addressed to such person as follows:

TO LESSOR: Thomas A. Harmer, Town Manager, Town of Longboat Key, 501 Bay Isles Road, Longboat Key, Florida 34228-3196

TO LESSEE: Michael Drake, President, The Longboat Key Historical Society, Incorporated, 521 Broadway Street, Longboat Key, Florida 34228

The address or designated person to which any notice, demand, or other writing may be given to any party mentioned above may be changed by written notice given by the party mentioned above.

12. RELOCATION OF COTTAGE AND CONSTRUCTION OF IMPROVEMENTS

Lessee shall, at its sole cost and expense, provide for the initial relocation of Lessee's cottage to the Premises. Said costs and expenses shall include, but not be limited to, those associated with any permits or other required governmental authorizations, any improvements necessary to provide for Lessee to connect the cottage to any public utilities, any signage to be located on the Premises, and any costs and expenses associated with the design and construction of any exterior or interior modifications or improvements to the cottage including, if necessary, any and all improvements to the cottage or the Premises in

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order to achieve compliance with the Americans with Disabilities Act. Any construction or installation on the Premises shall be at the sole risk of Lessee and shall be in accordance with all applicable state and local codes and laws and subject to inspection by the Lessor.

Lessor shall, to the extent possible, expedite the processing and approval of any and all requests for approvals filed with Lessor by Lessee in connection with any improvements on the Premises including, but not limited to approvals for signage on the Premises and any changes to the finish/exterior of the cottage including paint colors. Further, Lessor shall, to the extent possible and necessary, cooperate with Lessee in the processing of any permit applications or other required governmental authorizations associated with the relocation of the cottage to the Premises, and allowing for Lessee to obtain access and connection for any public utilities on the Premises.

Lessor shall, at its sole cost and expense, be responsible for maintaining the existing vegetation and landscaping on the Premises following the relocation of the cottage to the Premises. Lessor has the right, but not the obligation, to enhance the landscaping on the Premises.

Lessee hereby acknowledges the possibility that the cottage may need to be relocated from the Premises, as described herein, to another location on Lessor's property, based on future development by Lessor of the entirety of the Town Center property. In the event of any necessary subsequent relocation of the cottage, Lessor and Lessee shall work cooperatively to determine an appropriate location on Lessor's property for relocation of the cottage. Any such relocation shall require a written amendment to this Lease to establish the

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new location for the cottage and to further address responsibility for any costs and expenses associated with any such relocation of the cottage.

13. REPAIRS AND MAINTENANCE OF IMPROVEMENTS AND GROUNDS

Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain both exterior and the interior of the cottage ~~to be~~ located on the Premises in good, sanitary, and neat order, condition and repair, including, but not limited to, all janitorial services. Further, Lessee shall timely and reasonably make any improvements required due to the age of the historic cottage and otherwise restore and rehabilitate the cottage to the extent it is destroyed or damaged by wood-destroying organisms, fire, casualty, or any other cause whatsoever. In the event that the Lessor fails to maintain the exterior or interior of the cottage in good, sanitary and neat order, condition and repair, such failure shall constitute a material breach of this Lease. In such instance, the Lessor shall provide written notice of the specific issue or condition constituting a breach of the maintenance obligation of this Lease, and such written notice shall provide Lessee with a minimum 30 calendar days from the date of the written notice to cure such issue or condition. In the event that the Lessee fails to correct the condition within the initial cure period, or fails to cure the condition within an alternative cure period mutually agreed to in writing by the parties, then the Lessor may pursue termination as provided for in Section 18 of this Lease.

Lessor shall throughout the term of this Lease, at its own cost, and without any expense to Lessee, keep and maintain the grounds of the Premises, including the areas proximate to the cottage, in good and clean condition.

14. ACCESS TO PREMISES

Lessor shall provide access to the Premises and, if necessary, provide signage to the Premises in order to direct the general public to the Lessee's historic cottage. Lessor shall also maintain safe and lawful ingress and egress to the Premises.

15. PARKING

Lessor shall allow the Lessee, including its staff and guests, the non-exclusive right to park on the Property in designate parking areas reasonably proximate to the Premises.

16. INDEMNIFICATION

Lessee shall indemnify, defend, and hold harmless Lessor against any and all claims, liabilities, losses, and damages whatsoever arising from injury to persons or property occasioned wholly or in part by any negligent act or omission of the Lessee related to this Lease or the use of the Premises.

17. INSURANCE

Lessee shall procure and maintain, during the life of the Lease, special risk property coverage on the Lessee's contents of the Premises, including any improvements made by the Lessee, and liability coverage for damage claims through public use of or arising out of accidents occurring in or around the Premises. All policies required by this Lease, unless

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specific approval is given by Lessor, are to be written on an occurrence basis, and for liability policies shall name the Town of Longboat Key, its elected officials, officers, agents, and employees as additional insureds as their interest may appear under this Lease. Insurer(s) shall agree to waive all rights of subrogation against the Town of Longboat Key, its elected officials, officers, agents, and employees.

18. TERMINATION OF LEASE

Either party may terminate this Lease early by giving written notice to the other of its intent to terminate at least one (1) year prior to the proposed date of early termination. Otherwise, this Lease may only be terminated upon the material breach of this Lease and the willful failure to correct such breach following written notice of the breach from the other party and a reasonable opportunity to cure the breach. Unless due to a material breach by Lessor, upon the termination of this Lease for any other reason, Lessee shall within thirty (30) days of termination of the Lease, at its sole cost and expense, remove the cottage and all related improvements from the Premises and reasonably restore the Premises to a condition similar as of the Effective Date. If Lessee fails to timely remove the cottage and related improvements from the Premises upon termination, then Lessor shall have the right to remove the cottage and the related improvements from the Premises and recover any and all costs and expenses associated with said removal from Lessee.

19. WAIVER

The waiver by Lessor of, or the failure of Lessor to, take action with respect to any breach of any term, covenant, or condition contained in this Lease shall not be deemed to

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be a waiver of such term, covenant, or condition, or subsequent breach, or of any other term, covenant, or condition contained in the Lease. The subsequent acceptance of rent under this Lease by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of rent.

20. TIME OF THE ESSENCE

Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision of this Lease.

21. APPLICABLE LAW AND VENUE

This Lease shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Lease shall be in Sarasota County, Florida. Any action for breach of or enforcement of any provision of this Lease shall be brought in the 12th Judicial Circuit Court in and for Sarasota County.

22. INVALIDITY OF CLAUSES

The invalidity of any portion, article, paragraph, provision, or clause of this Lease shall have no effect upon the validity of any other part of portion this Lease.

23. RADON GAS

Florida law requires that the following notice be provided on at least one document, form, or application executed at the time of or prior to execution of a rental agreement for any building: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to

it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit".

24. FORCE MAJEURE

Lessor and Lessee shall be temporarily excused from performance under this Lease if an Event of Force Majeure directly or indirectly causes nonperformance. An "Event of Force Majeure" shall mean any event which results in the prevention of or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of the nonperforming party. An Event of Force Majeure includes, but is not limited to, a declared state of emergency, public health emergency or pandemic or epidemic; government mandated closures; the closure of government buildings or other infrastructure due to a public health emergency, pandemic or epidemic; industry wide strikes, lockouts or labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefore that could not reasonably have been anticipated; governmental restrictions, regulations or controls; delay in issuance of permits beyond time periods typical for the jurisdiction in which the Premises are located; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of such party (each, a "Force Majeure Event"). Within five (5) days after the occurrence of an Event of Force Majeure, the nonperforming party shall deliver written notice to the other party describing the event in reasonably sufficient detail and how the event has precluded the nonperforming party from performing its obligations hereunder.

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The nonperforming party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the nonperforming party to return to normal business operations. If excused from performing any obligations under this Lease due to the occurrence of an Event of Force Majeure, the nonperforming party shall promptly, diligently, and in good faith take all reasonable actions required for it to be able to commence or resume performance of its obligations under this Lease. During any such time period the nonperforming party shall keep the other party duly notified of its schedule and all other such actions required for it to be able to commence or resume performance of its obligations under this Lease.

25. TAX & ASSESSMENT LIABILITY

Lessee shall be fully responsible for the timely payment of any property taxes and assessments, if any, associated with the Lessee's use and occupation of the property.

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26. SECTION CAPTIONS

The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

267. ENTIRE AGREEMENT

| **DRAFT AS OF 10/28/20**

This Lease Agreement contains the entire understanding between the parties, and it may be modified only by an agreement in writing signed by both the Lessor and Lessee.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals that day and year first above written.

WITNESSES:

TOWN OF LONGBOAT KEY

Print Name: _____

By: _____
Thomas A. Harmer, Town Manager

Print Name: _____

Attest: _____
Trish Shinkle, Town Clerk

Approved as to form and correctness:

Maggie Mooney, Town Attorney

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization on this _____ day of _____, 2020, by _____ who is personally known to me or who produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

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WITNESSES:

**THE LONGBOAT KEY HISTORICAL
SOCIETY, INCORPORATED**

Print Name: _____

By: _____
Michael Drake, President

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization on this _____ day of _____, 2020, by _____ who is personally known to me or who produced _____ as identification.

Notary Public
Print Name: _____
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1. DESCRIPTION OF PREMISES

Lessor owns certain real property located in Longboat Key, Florida at 555 Bay Isles Parkway, Sarasota County Parcel ID No. 0006130018 (the "Property"), which is generally referred to as the Town Center site. Lessor leases to Lessee and Lessee rents from Lessor the "Premises," defined herein as a portion of the Property located within the Town Center site comprising approximately one thousand (1,000) square feet (approximately 20' x 50'), as shown outlined in red and labeled as the "General Location" as shown on Exhibit "A" attached hereto. As used in this Lease, the term "Premises" refers to the real property described herein and as shown in Exhibit "A" and any improvements located on that property from time to time during the term of this Lease.

2. USE AND OCCUPANCY OF PREMISES

Lessee shall use and occupy the Premises for the purpose of relocating one of Lessee's historic cottages (known as the "Linen Building Cottage") to the Premises. Further, Lessee shall operate and maintain the historic cottage as a function of the Longboat Key Historical

Society, to include historical artifacts and related information, with said cottage being accessible to the general public.

3. TERM

The initial term of this Lease shall be for five (5) years, commencing on the Effective Date. Lessee and Lessor shall have the option to renew this Lease and extend the lease term for one (1) additional five (5) – year period. Following the renewal term, Lessee and Lessor shall have the option to renew this Lease and extend the lease term for additional one (1)-year periods. In order to exercise any options under this Lease, the Lessee must not be in default under any of the terms and conditions of this Lease. Lessee shall exercise said options by delivering written notice to the Lessor of its intention to renew no later than three (3) months prior to the expiration of the then current lease term. Unless otherwise modified by the parties by written amendment to this Lease, the terms and conditions of the Lease shall remain unchanged during any renewal period. Should the Lessee require the use of the Premises beyond the foregoing described time frames, then Lessor agrees to allow Lessee to continue the occupancy as a month-to-month tenancy provided that Lessee notifies Lessor of such necessary continued use at least thirty (30) days prior to the end of the then current lease term. The terms and conditions of the Lease shall remain unchanged during such month-to-month tenancy.

4. RENT

The total annual rent under this Lease shall be ten dollars (\$10.00) per year payable in advance by Lessee to Lessor, on the Effective Date and thereafter on the anniversary of

the Effective Date during each year of the lease term. There shall be no security deposit owed by Lessee under the terms of this Lease.

The rent specified herein shall be net to Lessor and all costs, expenses, and obligations of every kind related to the Premises which may arise or become due during the term of this Lease shall be paid by Lessee unless otherwise provided for herein.

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Lessor covenants that Lessor is seized of the Premises in fee simple and has full right to make this Lease and that Lessee shall have possession of the Premises during the term of this Lease.

6. WASTE AND NUISANCE PROHIBITED

During the term of this Lease, Lessee shall comply with all applicable federal, state and local laws, regulations, ordinances or rules affecting the Premises. In addition, Lessee shall not commit, or allow to be committed, any waste on the Premises, create or allow any nuisance to exist on the Premises, or use or allow the Premises to be used for any unlawful purpose.

7. ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the Premises at any time during the term of this Lease. If Lessee abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, Lessee shall remove any and all personal property belonging to Lessee within thirty (30) days of being notified in writing by Lessor of any personal property

remaining within the Premises. Any personal property remaining in the Premises beyond that time frame shall be deemed to be abandoned by Lessee.

8. LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter the Premises at all reasonable times for the purpose of inspecting them or for the purpose of performing any of Lessor's obligations under this Lease. Lessor may, in connection with performing its obligations under this Lease erect fences and similar structures, post relevant notices, and place moveable equipment on the Premises without any reduction of rent and without incurring any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises. Notwithstanding the foregoing, nothing herein shall be construed to create an obligation on the part of the Lessor to maintain or otherwise repair the Premises.

9. SUBLETTING AND ASSIGNMENT

Lessee shall not assign this Lease, or any interest in this Lease, or sublet the Premises, or any part of the Premises, or any right or privilege appurtenant to the Premises.

10. UTILITIES

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, internet service, and other public utilities that Lessee has furnished to the Premises throughout the term of this Lease, and, unless otherwise specified herein, all other costs and expenses of every kind whatsoever including all such costs and expenses associated with such utility connections, use, operation, and maintenance of the Premises and all activities conducted on the Premises.

11. NOTICES

All notices, demands, or other writings given pursuant to the provisions of this Lease shall be made in writing and delivered personally to the person to whom the notice is given or deposited in the United States mail, postage prepaid, and addressed to such person as follows:

TO LESSOR: Thomas A. Harmer, Town Manager, Town of Longboat Key, 501 Bay Isles Road, Longboat Key, Florida 34228-3196

TO LESSEE: Michael Drake, President, The Longboat Key Historical Society, Incorporated, 521 Broadway Street, Longboat Key, Florida 34228

The address or designated person to which any notice, demand, or other writing may be given to any party mentioned above may be changed by written notice given by the party mentioned above.

12. RELOCATION OF COTTAGE AND CONSTRUCTION OF IMPROVEMENTS

Lessee shall, at its sole cost and expense, provide for the initial relocation of Lessee's cottage to the Premises. Said costs and expenses shall include, but not be limited to, those associated with any permits or other required governmental authorizations, any improvements necessary to provide for Lessee to connect the cottage to any public utilities, any signage to be located on the Premises, and any costs and expenses associated with the design and construction of any exterior or interior modifications or improvements to the cottage including, if necessary, any and all improvements to the cottage or the Premises in

order to achieve compliance with the Americans with Disabilities Act. Any construction or installation on the Premises shall be at the sole risk of Lessee and shall be in accordance with all applicable state and local codes and laws and subject to inspection by the Lessor.

Lessor shall, to the extent possible, expedite the processing and approval of any and all requests for approvals filed with Lessor by Lessee in connection with any improvements on the Premises including, but not limited to approvals for signage on the Premises and any changes to the finish/exterior of the cottage including paint colors. Further, Lessor shall, to the extent possible and necessary, cooperate with Lessee in the processing of any permit applications or other required governmental authorizations associated with the relocation of the cottage to the Premises, and allowing for Lessee to obtain access and connection for any public utilities on the Premises.

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Lessee hereby acknowledges the possibility that the cottage may need to be relocated from the Premises, as described herein, to another location on Lessor's property, based on future development by Lessor of the entirety of the Town Center property. In the event of any necessary subsequent relocation of the cottage, Lessor and Lessee shall work cooperatively to determine an appropriate location on Lessor's property for relocation of the cottage. Any such relocation shall require a written amendment to this Lease to establish the

new location for the cottage and to further address responsibility for any costs and expenses associated with any such relocation of the cottage.

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Lessor shall throughout the term of this Lease, at its own cost, and without any expense to Lessee, keep and maintain the grounds of the Premises, including the areas proximate to the cottage, in good and clean condition.

14. ACCESS TO PREMISES

Lessor shall provide access to the Premises and, if necessary, provide signage to the Premises in order to direct the general public to the Lessee's historic cottage. Lessor shall also maintain safe and lawful ingress and egress to the Premises.

15. PARKING

Lessor shall allow the Lessee, including its staff and guests, the non-exclusive right to park on the Property in designate parking areas reasonably proximate to the Premises.

16. INDEMNIFICATION

Lessee shall indemnify, defend, and hold harmless Lessor against any and all claims, liabilities, losses, and damages whatsoever arising from injury to persons or property occasioned wholly or in part by any negligent act or omission of the Lessee related to this Lease or the use of the Premises.

17. INSURANCE

Lessee shall procure and maintain, during the life of the Lease, special risk property coverage on the Lessee's contents of the Premises, including any improvements made by the Lessee, and liability coverage for damage claims through public use of or arising out of accidents occurring in or around the Premises. All policies required by this Lease, unless

specific approval is given by Lessor, are to be written on an occurrence basis, and for liability policies shall name the Town of Longboat Key, its elected officials, officers, agents, and employees as additional insureds as their interest may appear under this Lease. Insurer(s) shall agree to waive all rights of subrogation against the Town of Longboat Key, its elected officials, officers, agents, and employees.

18. TERMINATION OF LEASE

Either party may terminate this Lease early by giving written notice to the other of its intent to terminate at least one (1) year prior to the proposed date of early termination. Otherwise, this Lease may only be terminated upon the material breach of this Lease and the willful failure to correct such breach following written notice of the breach from the other party and a reasonable opportunity to cure the breach. Unless due to a material breach by Lessor, upon the termination of this Lease for any other reason, Lessee shall within thirty (30) days of termination of the Lease, at its sole cost and expense, remove the cottage and all related improvements from the Premises and reasonably restore the Premises to a condition similar as of the Effective Date. If Lessee fails to timely remove the cottage and related improvements from the Premises upon termination, then Lessor shall have the right to remove the cottage and the related improvements from the Premises and recover any and all costs and expenses associated with said removal from Lessee.

19. WAIVER

The waiver by Lessor of, or the failure of Lessor to, take action with respect to any breach of any term, covenant, or condition contained in this Lease shall not be deemed to

be a waiver of such term, covenant, or condition, or subsequent breach, or of any other term, covenant, or condition contained in the Lease. The subsequent acceptance of rent under this Lease by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of rent.

20. TIME OF THE ESSENCE

Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision of this Lease.

21. APPLICABLE LAW AND VENUE

This Lease shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Lease shall be in Sarasota County, Florida. Any action for breach of or enforcement of any provision of this Lease shall be brought in the 12th Judicial Circuit Court in and for Sarasota County.

22. INVALIDITY OF CLAUSES

The invalidity of any portion, article, paragraph, provision, or clause of this Lease shall have no effect upon the validity of any other part of portion this Lease.

23. RADON GAS

Florida law requires that the following notice be provided on at least one document, form, or application executed at the time of or prior to execution of a rental agreement for any building: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to

it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit".

24. FORCE MAJEURE

Lessor and Lessee shall be temporarily excused from performance under this Lease if an Event of Force Majeure directly or indirectly causes nonperformance. An "Event of Force Majeure" shall mean any event which results in the prevention of or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of the nonperforming party. An Event of Force Majeure includes, but is not limited to, a declared state of emergency, public health emergency or pandemic or epidemic; government mandated closures; the closure of government buildings or other infrastructure due to a public health emergency, pandemic or epidemic; industry wide strikes, lockouts or labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefore that could not reasonably have been anticipated; governmental restrictions, regulations or controls; delay in issuance of permits beyond time periods typical for the jurisdiction in which the Premises are located; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of such party (each, a "Force Majeure Event"). Within five (5) days after the occurrence of an Event of Force Majeure, the nonperforming party shall deliver written notice to the other party describing the event in reasonably sufficient detail and how the event has precluded the nonperforming party from performing its obligations hereunder.

The nonperforming party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the nonperforming party to return to normal business operations. If excused from performing any obligations under this Lease due to the occurrence of an Event of Force Majeure, the nonperforming party shall promptly, diligently, and in good faith take all reasonable actions required for it to be able to commence or resume performance of its obligations under this Lease. During any such time period the nonperforming party shall keep the other party duly notified of its schedule and all other such actions required for it to be able to commence or resume performance of its obligations under this Lease.

25. TAX & ASSESSMENT LIABILITY

Lessee shall be fully responsible for the timely payment of any property taxes and assessments, if any, associated with the Lessee's use and occupation of the property.

26. SECTION CAPTIONS

The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

27. ENTIRE AGREEMENT

This Lease Agreement contains the entire understanding between the parties, and it may be modified only by an agreement in writing signed by both the Lessor and Lessee.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals that day and year first above written.

WITNESSES:

TOWN OF LONGBOAT KEY

Print Name: _____

By: _____
Thomas A. Harmer, Town Manager

Print Name: _____

Attest: _____
Trish Shinkle, Town Clerk

Approved as to form and correctness:

Maggie Mooney, Town Attorney

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization on this _____ day of _____, 2020, by _____ who is personally known to me or who produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

WITNESSES:

THE LONGBOAT KEY HISTORICAL SOCIETY, INCORPORATED

Print Name: _____

By: _____
Michael Drake, President

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization on this _____ day of _____, 2020, by _____ who is personally known to me or who produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT "A"

LEGEND

- EXIST. ELECTRIC METER
- EXIST. CONCRETE POWER POLE
- EXIST. POWER SUPPLY BOX
- EXIST. WATER METER
- EXIST. WATER VALVE
- EXIST. GAS LINE MARKER
- EXIST. OVERHEAD ELECTRIC
- EXIST. TELEPHONE RISER
- EXIST. SIGN
- EXIST. SANITARY MANHOLE
- EXIST. STORMWATER MANHOLE
- EXIST. FIRE HYDRANT
- RIGHT OF WAY LINE
- EXIST. PALM TREE
- EXIST. TREE
- EXISTING SPOT ELEVATION
- POTENTIAL ELECTRIC SERVICE
- PROPERTY BOUNDARY
- PROPOSED SANITARY SEWER
- PROPOSED WATER SYSTEM
- PROPOSED STORM DRAINAGE
- PROPOSED FILL/CUT SLOPE
- PROPOSED SHELL DRIVES
- PROPOSED SIDEWALKS, DRIVES, ETC.
- PROPOSED GEOWEB STABILIZED AREA
- PROPOSED MILL AND RESURFACE WITH 1 1/2" TYPE SP 12.5 ASPHALT AS PER DETAIL ON SHEET C7
- EXISTING WETLAND LIMITS

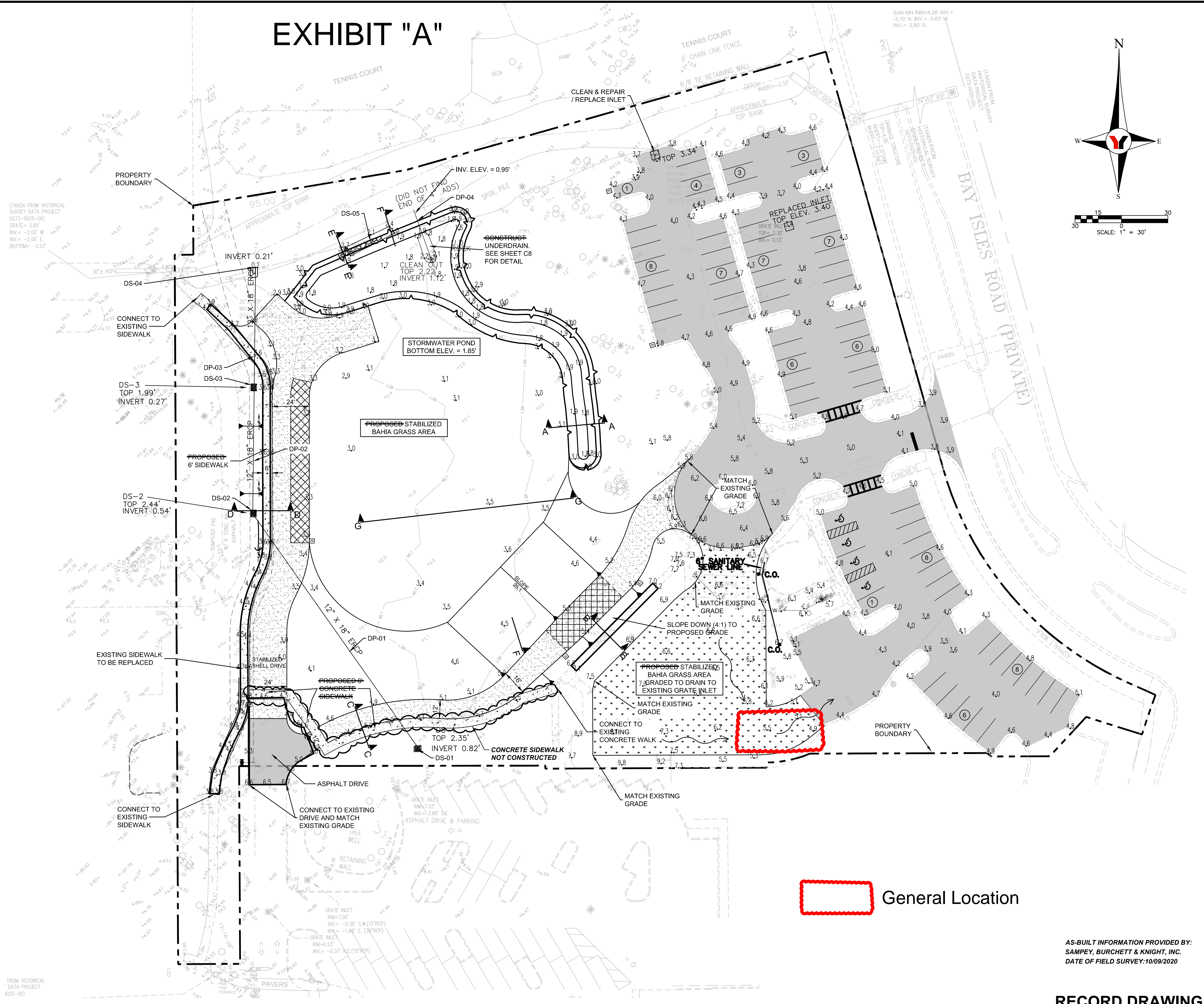
SEE LOT 2 TOPOGRAPHIC SURVEY BY GEORGE F. YOUNG, INC. DATED 08/02/2016 AND LOT 3 TOPOGRAPHIC SURVEY BY GEORGE F. YOUNG, INC. DATED 02/07/2017 FOR ADDITIONAL DELINEATION OF EXISTING FEATURES SYMBOLS AND ABBREVIATIONS

NOTES:

1. THE PAVEMENT AREA SHOULD BE PREPARED BY REMOVING THE PAVEMENT MATERIAL AND PROOF ROLLING THE EXISTING BASE USING A LARGE (10 TON) VIBRATORY COMPACTOR, A LOADED LARGE DUMP TRUCK OR OTHER HEAVY TIRE-LOAD CONSTRUCTION EQUIPMENT
2. AREAS THAT YIELD OR DEFLECT EXCESSIVELY OR THAT INCLUDE ORGANIC MATERIALS SHOULD BE OVER EXCAVATED AND BACKFILLED WITH CRUSHED CONCRETE BASE
3. THE CRUSHED CONCRETE SHOULD BE COMPACTED PER DETAIL ON SHEET C7

STORM STRUCTURE TABULATION

DS-01 - FDOT TYPE C / DBI GRATE ELEV. = 2.25 2.35' N. INV. ELEV. = 0.75 0.82'	DP-01 - 185 LF OF 12"x18" ERCP @ 0.15% SLOPE
DS-02 - FDOT TYPE C / DBI GRATE ELEV. = 2.46 2.44' N. INV. ELEV. = 0.47 0.54' S. INV. ELEV. = 0.47 0.54'	DP-02 - 82 LF OF 12"x18" ERCP @ 0.27% SLOPE
DS-03 - FDOT TYPE C / DBI GRATE ELEV. = 2.00 1.99' N. INV. ELEV. = 0.25 0.27' S. INV. ELEV. = 0.25 0.27'	DP-03 - 78 LF OF 12"x18" ERCP @ 0.00% SLOPE
DS-04 - FDOT MES S. INV. ELEV. = 0.25 0.21'	
DS-05 - OVERFLOW WEIR CTRL. ELEV. = 2.50 SEE SHEET C7 FOR DETAIL	



General Location

AS-BUILT INFORMATION PROVIDED BY:
SAMPEY, BURCHETT & KNIGHT, INC.
DATE OF FIELD SURVEY: 10/09/2020

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CHECKED	RISSMAN	---
QUALITY CHK	---	---
SCALE	---	---

PREPARED FOR:
TOWN OF LONGBOAT KEY PUBLIC WORKS
600 GENERAL HARRIS STREET
LONGBOAT KEY, FL 34228
(941) 316-1988



George F. Young, Inc.
10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913
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MICHAEL E. RISSMAN, JR., PE No. 40216
DATE

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IMPROVEMENTS
PAVING, GRADING AND DRAINAGE PLAN
SECTION 8, TOWNSHIP 36 S., RANGE 17 E.

JOB NO.
16Y12904LC
SHEET NO.
C4
PLOTTED: 10/20/2020 12:58 PM

EXHIBIT "B"

LEGEND

- EXIST. ELECTRIC METER
- EXIST. CONCRETE POWER POLE
- EXIST. POWER SUPPLY BOX
- EXIST. WATER METER
- EXIST. WATER VALVE
- EXIST. GAS LINE MARKER
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- PROPOSED MILL AND RESURFACE WITH 1 1/2" TYPE SP 12.5 ASPHALT AS PER DETAIL ON SHEET C7
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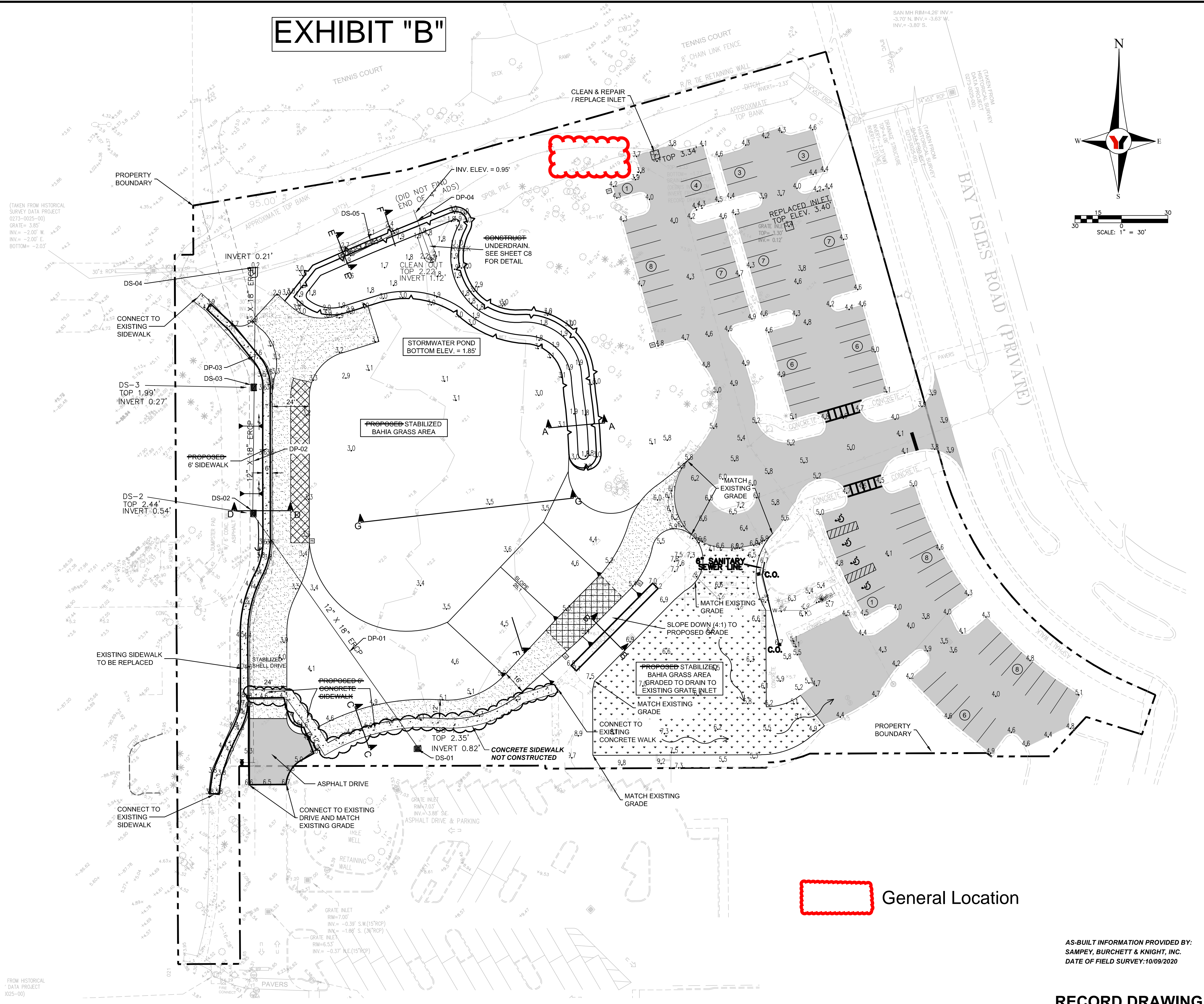
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MICHAEL E. RISSMAN, JR., PE No. 40216
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JOB NO.
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EXHIBIT "C"

LEGEND

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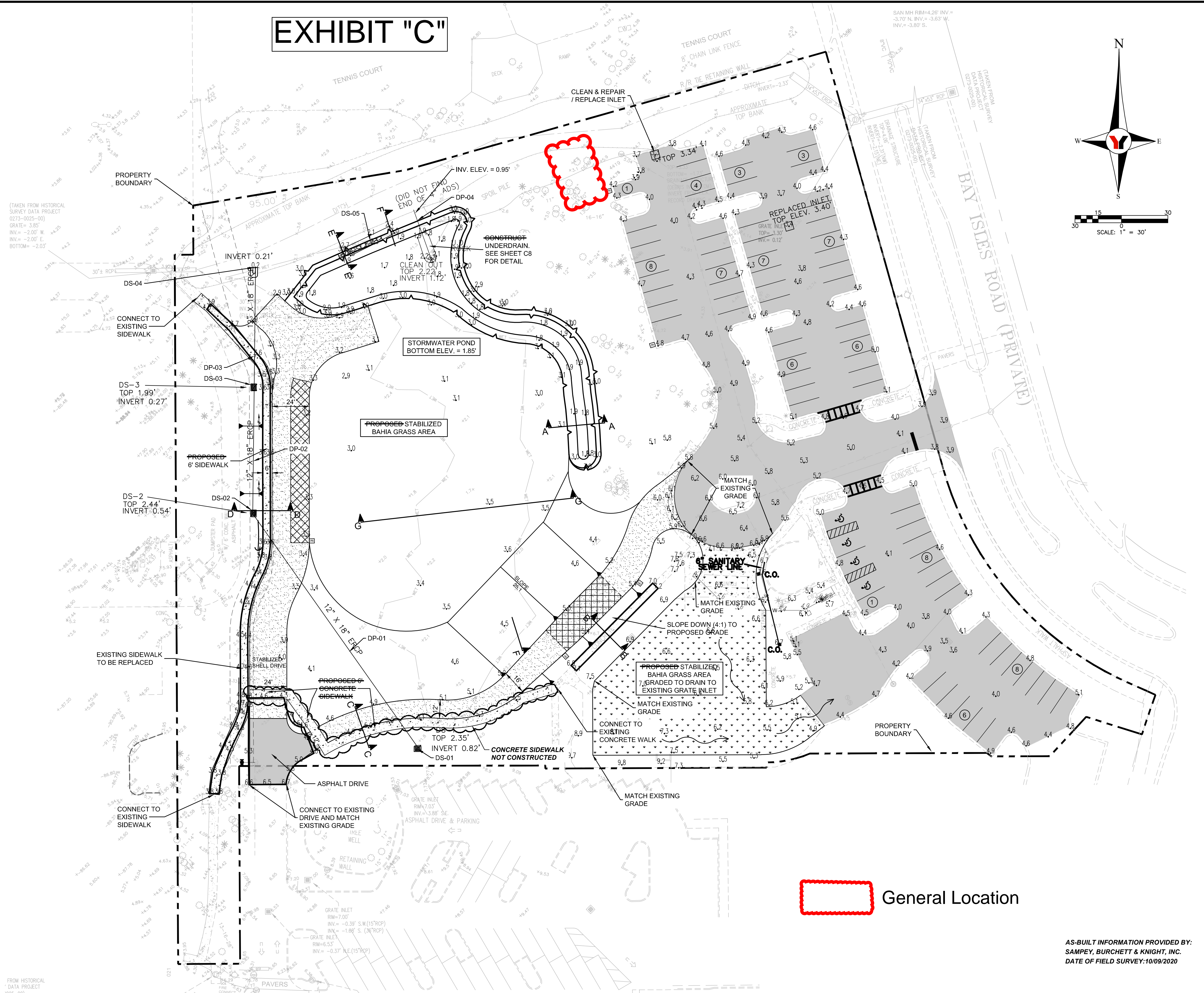
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End of Agenda Item