

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

Blue Sheet No. 20050250

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve lease with Harry M. Lowell, Pinebrook Park Complex, for 6,774 sq. ft. of space at Pinebrook Park Complex, 12995 Cleveland Avenue, Suite 171, to be utilized as the Sheriff's Central District Substation. Base rental cost will be \$13.05 per square foot or \$88,400.70 per year with CAM cost of \$2.95 per square foot for the first year or \$19,983.30. Base rental cost will increase by 4% per year. Lease will be for five years with one, five year renewal period. Lease can be terminated by giving Lessor nine months written notice. Approve transfer from reserves in the amount of \$239,723 to cover the lease and janitorial costs for the balance of the fiscal year and start-up costs that include data & phone systems, furniture and renovations. *AK*

**WHY ACTION IS NECESSARY:** Board must approve all lease agreements.

**WHAT ACTION ACCOMPLISHES:** Allows the Sheriff's Department to establish a presence in the central Ft. Myers area where they have to respond to a large amount of calls.

**2. DEPARTMENTAL CATEGORY:**  
COMMISSION DISTRICT #: 3

*C2A*

**3. MEETING DATE:**

*04-05-2005*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE AC-4-1
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT Construction & Design
- C. DIVISION Facilities Management
- BY: Richard J. Beck, Director *RS*

**7. BACKGROUND:**

In January of 2005, the Sheriff's department came to Facilities Management to ask for assistance in locating a facility for a central district. This district was needed because of the large amount of calls that they were having to respond to from this area. The Sheriff is having to utilize deputies from the West, North and East Districts to respond to the calls, thus taking away staff from those areas. Facilities Management first talked with the Port Authority about taking over the existing structures that housed the Florida Highway Patrol and Driver's License Division. The Port Authority related that the buildings were in need of a lot of repair and they might possibly be demolishing them and utilizing the land for something else. Several other locations were looked at, but were too far out of the district. The Pinebrook Complex was in the right area and a lease was negotiated with the owner. This is a full service lease and owner will give some compensation for renovations to the area.

**UPON TRANSFER, FUNDING WILL BE AVAILABLE IN THE FOLLOWING ACCOUNT STRING:  
CG5211600100.504410/503490 / 506531 / 505285 / 506531**

**Constitutional Officer/Sheriff Support/General Fund.**

Attachments: 2 original lease documents  
Budget Transfer

**8. MANAGEMENT RECOMMENDATIONS:** Approve, based on the understanding (see attached letter) that this still maintains the District Station philosophy, is being done to better allocate existing resources, and new districts are not contemplated. *AK 2-23-05*

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>APM 3/10</i>			G County Manager
	N/A				OA	OM	Risk	GC
<i>Jamieson</i> 2-17-05				<i>AK</i> 2-18-05	<i>AK</i> 2/18/05	<i>AK</i> 3/10/05	<i>AK</i> 2/18/05	<i>AK</i> 2/18/05
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED BY COUNTY ADMIN. CA- 400 2/18/05 COUNTY ADMIN FORWARDED TO: 2/10 1452 </div>								<i>Jamieson</i> 2-17-05

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty

Date: 2-18-05

Time: 2:06

Forwarded To:  
Adm. n.  
2-18-05

***Charles J. Ferrante***  
**Chief Deputy**



**Office of The Sheriff**  
**State of Florida**  
**County of Lee**

March 21, 2005

Pete Winton  
County Managers Office  
P.O. Box 398  
Ft. Myers, Fl. 33902

Sir;

Per our conversations on March 14, 2005, the following is the Sheriff's Office vision for a fifth patrol district, and the attendant justifications:

Sheriff Scott, in accordance with his philosophy of addressing the Law Enforcements needs of the residents of Lee County, and in an effort to shorten the spans of control for the Agency, is committed to re-creating a Central patrol district, bringing the total number of districts to 5. This 5<sup>th</sup> district, which will comprise parts of the current North and West Districts, will include all areas North of Six Mile Cypress Parkway to the Caloosahatchee River, and East of U.S. 41 to I-75. In addition to the current levels of service required by those areas, a large percentage of anticipated growth, both commercial and residential, will occur in these same areas, increasing the need for Public Safety services.

As currently proposed, the District offices would be located in 7300 square feet of rental/lease space in the Pinebrook Plaza, north of the Bell Tower shops. This location provides sufficient space to house all required District functions, and it's proximity to the Bell Tower Theatre, and the plaza as a whole, will have an immediate impact on the amount of crime currently experience in that area. The need for District offices separate from the Headquarters building relate directly to two issues, a lack of space in the Headquarters building, and public accessibility.

The Sheriff's Office already utilizes every available square inch of space in the Headquarters building, and anticipated growth will keep space at a premium into the future. It would not be feasible to attempt to house a full-service District in the same building for this reason alone, but the most compelling reason for separate location relates directly to response to the public.

All of the other District stations were established in such a manner so as to be accessible to the public at all times. This is not possible in the Headquarters building, as it must be a secure facility.



The District, in addition to acting as the duty station for the Deputies assigned to that area, also provide numerous services to the public, to include fingerprinting, general information requests, and providing spaces for public interaction with investigators, and other members of the Agency. The specific location mentioned, Pinebrook Plaza, was located by County Staff, after several other potential sites were ruled out due to either environmental concerns, or leasing obstacles. By locating the District at this spot, residents and business people east of U.S. 41 will no longer need to travel to the West District at Summerlin and San Carlos to obtain these services. In like fashion, residents and businesses east of the downtown area of Fort Myers will no longer need to cross the river to access a Sheriff's Office District. This will also allow Deputies and Investigators to more closely address crime issues with much less geographic spread, thus increasing their ability to positively impact those issues.

Creation of a 5<sup>th</sup> District will also allow for future re-alignment of the zone boundaries in all of the Districts, further reducing the geographic area covered by individual Deputies. The Sheriff's Office looks forward to working with the individual County Commissioners and their staffs, in designing these new boundaries, so that they accurately reflect not only crime trends, but potential growth, permitting, and attendant traffic and infrastructure issues.

All of the personnel costs associated with the re-creation of this District will be absorbed within the current FY 04/05 Sheriff's Office budget, with no additional personnel costs to the County through the end of the fiscal year. We are able to accomplish this from re-organizational changes due to the deletion of positions and the early out program implemented during the last administration. The vast majority of the costs associated with this project are one-time expenditures for infrastructure and minor build-out in the proposed location. These costs are itemized in the attached Blue Sheet. Also attached to this proposal are the current District and Zone boundaries and the new boundaries after the inception of the new District.

I hope that this letter has sufficiently explained not only the need for, but the philosophy behind Sheriff Scott's commitment to the creation of the 5<sup>th</sup> patrol district. As always, we stand ready to answer further questions that arise regarding this issue.

Respectfully,



Chief Charles J. Ferrante

# REQUEST FOR TRANSFER OF FUNDS

FUND NAME: General Fund DATE: 03/10/05 BATCH NO. \_\_\_\_\_

FISCAL YEAR: FY 04/05 FUND #: 00100 DOC TYPE: YB LEDGER TYPE: BA

TO: Constitutional Officer Sheriff Support  
(DIVISION NAME) (PROGRAM NAME)

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:  
FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT#-COST CENTER #.  
(EXAMPLE: BB5120100100.503450)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
CG5211600100.503490	Other Contracted Svs	\$ 11,550
CG5211600100.504410	Land & Building Rental	\$ 47,270
CG5211600100.503460	Data Processing	\$ 106,840
CG5211600100.505285	Miscellaneous Furniture	\$ 24,063
CG5211600100.506531	Building Renovation	\$ 50,000
	TOTAL TO:	\$ 239,723

FROM: Non-Dept. General Fund Reserves  
(DIVISION NAME) (PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	CREDIT
GC5890100100.509910	Reserve for Contingencies	\$ 239,723
	TOTAL FROM:	\$ 239,723

EXPLANATION: As per bluesheet #BS20050250 dated 3/22/05.

DIVISION DIRECTOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
DBS: APPROVAL  DENIAL \_\_\_\_\_  
APPROVAL  DENIAL \_\_\_\_\_  
CO. ADMIN.: APPROVAL \_\_\_\_\_ DENIAL \_\_\_\_\_

DEPARTMENT DIRECTOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
*Patricia Melillo* 3/10/05  
OPERATIONS ANALYST SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
*duke Lange* 3/10/05  
BUDGET OPERATIONS MANAGER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CO. ADMIN. SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

BCC APPROVAL DATE \_\_\_\_\_

BCC CHAIRMAN SIGNATURE \_\_\_\_\_

BA NO: \_\_\_\_\_ AUTH CODE: \_\_\_\_\_ TRANS DATE: \_\_\_\_\_

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
P.O. BOX 398  
FT. MYERS, FL 33902-0398

**THIS LEASE AGREEMENT**, entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2005, between **Harry M. Lowell, Pinebrook Park Complex** hereinafter called the Lessor, and Lee County, acting by and through the Board of County Commissioners for Lee County, a political subdivision and Charter County of the State of Florida, hereinafter called the Lessee.

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in LEE COUNTY, FLORIDA, described as follows:

**12995 S. Cleveland Avenue, Suite 171  
Ft. Myers, Florida 33907**

which shall constitute an aggregate area of 6,774 square feet of net rentable office space measured in accordance with the American National Standard Z65.1 - 1991 as published by the Building Owners and Managers Association International, at a rate of \$13.05 per square foot per year. The Lessor shall also provide a pro rata share of the available parking spaces at the building for the use of the Lessee as part of this Lease Agreement.

**I. TERM**

**TO HAVE AND TO HOLD** the above described premises for a term commencing on the 1st day of June, 2005 to and including the 31st day of May, 2010.

**II. RENT**

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of Seven Thousand Three Hundred Sixty Six Dollars & 73/cents (\$7,366.73) per month for the first year of the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. Beginning the second year of the initial term, and annually thereafter, the base rental cost will increase by Four (4%) percent as indicated in the schedule below:

	<u>Base Rent</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
Year 2	\$13.57	\$7,660.27	\$ 91,923.24
Year 3	\$14.11	\$7,965.10	\$ 95,581.20
Year 4	\$14.68	\$8,286.86	\$ 99,442.32
Year 5	\$15.27	\$8,619.91	\$103,438.92

Rent shall be paid to the Lessor on the first day of each month of occupancy by the Lessee, for the term of the lease. The rent shall be paid to the Lessor at: Commercial Property Management Services, 13131 University Drive, Fort Myers, FL 33907.

### **III. ADDITIONAL RENT**

In addition to the base rental rate, there will be an annual Common Area Maintenance (CAM) charge of Two Dollars & 95/cents (\$2.95) per square foot per year, or One Thousand Six Hundred Sixty Five Dollars & 28/cents (\$1,665.28) per month, for the first year of the initial lease term described in Article I of this lease. It is acknowledged between the Lessor and Lessee that this rate may increase or decrease on an annual basis. Lessor will provide Lessee with a statement of actual costs for Common Area Maintenance on an annual basis.

### **IV. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES**

1. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment, and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the sole expense of the Lessor.

2. The Lessee agrees to furnish janitorial services and all necessary janitorial supplies for the leased premises during the term of the lease.

### **V. LIGHT FIXTURES**

The Lessor agrees to install in the stated premises, suitable light fixtures for the use of the Lessee.

The Lessee shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing sufficient light to the Lessee.

### **VI. MAINTENANCE AND REPAIRS**

The Lessee shall provide for interior maintenance and repairs, and replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this Lease, keep the interior of the stated premises in as good a state of repair it is at the time of the commencement of this lease; reasonable wear and tear and unavoidable casualties excepted.

The Lessor shall maintain and keep in repair the exterior of the stated premises, including the roof, during the term of this Lease and shall be responsible for the replacement of all windows broken or damaged in the stated premises, except such breakage or damage caused to the exterior of the stated premises by the Lessee, its officers, or agents.

#### **VII. UTILITIES**

Unless otherwise indicated, the Lessor will bear the full cost of water service, garbage pick up and sewer service used by the Lessee. Water service is described as normal water usage. Lessee shall bear the full cost of telephone services, data services, pest control services, fire extinguisher service, and any other services provided to the leased space, at its own expense. Landlord will have the right to include any utility costs paid for by him for the tenant in Additional rent.

#### **VIII. HANDICAPPED STANDARDS AND ALTERATIONS**

1. The Lessor agrees that the stated premises now conform, or that prior to Lessee's occupancy, the said premises shall, at Lessor's expense, be brought into conformance with the requirements of Sections 255.21 and 255.211, Florida Statutes and ADA requirements, as they may be revised from time to time.

2. The Lessee shall have the right to make reasonable alterations in and to the stated premises during the term of this lease upon first having obtained the written consent from the Lessor. The Lessor shall not unreasonably withhold consent to any such alterations.

#### **IX. INJURY OR DAMAGE TO PROPERTY ON PREMISES**

Lessee's property of any kind that may be placed on the premises during the continuancy of this Lease shall be at the sole risk of the Lessee. Except for the negligence of the Lessor, the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the premises.

#### **X. FIRE AND OTHER HAZARDS**

1. In the event that the stated premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to stated premises at its own cost and expense. As the result, the rent shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rent paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed so that the major part thereof is usable by the Lessee, then the rent shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as rapidly as is practicable and upon the completion of such repairs, the full rent shall commence and the Lease shall then continue the balance of the term.

2. The Lessor shall provide for fire protection during the term of this lease is in accordance with the fire safety standards of the State Fire Marshall. The Lessee shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshall. The Lessor agrees that the stated premises shall be available for inspection by the State Fire Marshall, prior to occupancy by the Lessee, and at any reasonable times thereafter.

3. The Lessor certifies no asbestos was used in the construction of the stated premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

#### **XI. SUITABILITY FOR USE**

The Lessor warrants that the premises are fit for the conduct of the governmental business of the Lessee. The Lessor further warrants that the stated premises are in compliance with all statutes and laws, either federal, state, or local, applicable to the intended use of the premises. The legal interpretation of any such existing statute or law, or the enactment of any new statutes or laws that, in the opinion of the Lessee, result in a material interference with the peaceful entry or occupation of the stated premises, or any portion thereof by the Lessee, at the option of the Lessee, shall automatically void this lease prior to entry and occupation, or entitle the Lessee, after entry and occupation, to wholly terminate this lease by giving Seven (7) calendar days notice to the Lessor of its intention to do so.

#### **XII. EXPIRATION OF TERM**

At the expiration of the Term, the Lessee will peaceably yield up the stated premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises, all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

#### **XIII. SUBLETTING AND ASSIGNMENT**

The Lessee, upon the obtaining of the written consent of the Lessor, which written consent shall not unreasonably be withheld, shall have the right to sublet all or any part of the stated premises, or to assign all or any part of the stated premises.

#### **XIV. WAIVER OF DEFAULTS**

The waiver by the Lessor of any breach of this lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.



**XV. RIGHT OF LESSOR TO INSPECT**

The Lessor, at reasonable times, may enter into and upon the stated premises for the purpose of viewing the same and for the purpose of making repairs as required under the terms of this lease.

**XVI. BREACH OF COVENANT**

These presents are made upon the condition that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of Thirty (30) days after written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, without further notice or demand, enter into and upon the stated premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

**XVII. ACKNOWLEDGMENT OF ASSIGNMENT**

The Lessee, upon the request of the Lessor, shall execute such acknowledgment(s) or any assignment(s), of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage(s), executed by the Lessor.

**XVIII. TAXES, INSURANCE, AND COMMISSIONS**

1. Lessor will pay all real estate taxes and fire insurance premiums on the stated premises. Lessee shall not be liable to carry fire insurance on the premises or property of the Lessor or any other personal property of Lessor which may now or thereafter be placed on the stated premises. The Lessor shall not be liable for damages or theft to the personal property or fixtures belonging to the Lessee which are located on the rental property.

2. The Lessee 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 act(s) or omissions (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.

3. Lessor agrees, covenants, certifies and warrants to Lessee that no portion of the rent payable pursuant to Article II of this Lease Agreement includes, represents, is based on or is attributable to any commission or

fee which is paid or is payable by Lessor as the result of Lessor's having utilized or contracted for the services of any real estate broker, salesman, agent or firm in any aspect of Lessor's dealings or any dealings involving the leasing of the stated premises to Lessee.

4. The Lessor shall purchase and maintain Commercial General Liability insurance in the amount of \$500,000 Per Person, \$1,000,000 Per Occurrence Bodily Injury and \$100,000 Per Occurrence Property Damage, or \$1,000,000 Per Occurrence Combined Single Limit of Bodily Injury and Property Damage. Coverage shall include Contractual Liability as pertaining to this contract with insurers approved by the County Risk Manager.

The Lessor must furnish an appropriate certificate of insurance naming Lee County Board of County Commissioners as Certificate Holder and Additional Insured. The Lessor agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

The Lessor agrees that these insurance requirements shall not relieve or limit Lessor's liability and that the Lessee does not in any way represent that the insurance required is sufficient or adequate to protect the Lessor's interest or liabilities, but are merely minimums.

**XIX. AVAILABILITY OF FUNDS**

The obligations of the Lessee under this lease agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the Board of County Commissioners and/or the availability of funds through contract or grant programs.

**XX. USE OF PREMISES**

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or make any use or occupancy thereof contrary to the laws of the State of Florida, or to Ordinances of the City, as applicable and/or County in which the stated premises are located, now or hereinafter made, as may be applicable to the Lessee.

**XXI. RENEWAL**

The Lessee is hereby granted the option to renew this Lease for One (1) Five (5) year renewal term upon the same terms and conditions. If the Lessee desires to renew this lease under the provisions of this Article, it shall give the Lessor written notice thereof Three (3) months prior to the expiration of the term provided in Article I of this lease or any applicable renewal period.

**XXII. RIGHT TO TERMINATE**

The Lessee shall have the right to terminate this lease upon giving nine (9) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested. The Lessor will not have any right to accelerate the

lease payments for the remainder of the lease duration.

#### **XXIII. NOTICES AND INVOICES**

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at Commercial Property Management, 13131 University Drive, Ft. Myers, Florida 33907 and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at P.O. Box 398, Attention: Facilities Management, Ft. Myers, Florida 33902-0398. Invoices should be submitted monthly to Lee County Finance Department, P.O. Box 2238 Fort Myers, Florida 33902.

#### **XXIV. CONTACTS**

For purposes of this agreement, the County representative shall be Facilities Management and the Lessor's representative shall be Pam Van Vleck at Commercial Property Management Services.

#### **XXV. DEFINITION OF TERMS**

(a) The terms "Lease", "Lease Agreement", or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.

(b) The terms "Lessor" and "Lessee" shall include the heirs, successors and assigns for the parties hereto.

(c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

#### **XXVI. WRITTEN AGREEMENT**

This lease contains the entire agreement between the parties hereto and it may be modified only by a writing, with the approval of the Board of County Commissioners and the agreement to such modification by the Lessor.

#### **XXVII. OWNERSHIP**

Lessor covenants and warrants that they are the owner (s) of the property that is the subject of this Lease, and as such are lawfully seized and possessed of the said described real property, have good and lawful right, power and sufficient interest to convey a leasehold in same, and that the described real property is free from any other leases or encumbrances that would otherwise interfere with the direct relationship between Lessor and Lessee herein.

#### **XXVIII. LESSEE IMPROVEMENT ALLOWANCE**

Lessor agrees to provide a Lessee Improvement Allowance of no greater than Sixty Seven Thousand Seven Hundred Ten Dollars & 00/cents (\$67,710.00) for the improvements needed by the Lessee prior to occupancy. Lessor will have the right to approve the Improvements and the invoices for the Improvements.

The Lessee Improvement Allowance will be amortized over the initial term of said Lease as stated in Section I. Lessee shall not pay any of these costs unless the Lease is terminated before the initial term has expired. Should Lessee terminate the Lease under the terms stated in Section XXII, Lessee shall then pay to Lessor any unamortized costs remaining at that time.

**IN WITNESS WHEREOF**, the LESSOR and LESSEE have caused this Lease Agreement to be executed by their respective and duly authorized officers on the day and year first written above.

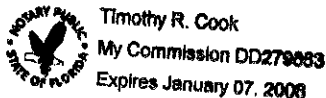
[Signature]  
LESSOR

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 8 day of Feb., 2005 by Harvey W Howell, who is personally known to me or who has produced \_\_\_\_\_ as identification and did/did not take an oath.

[Signature]  
Notary



Timothy R Cook  
Printed Name of Notary

1/7/8  
Commission Expires

ATTEST:

\_\_\_\_\_  
CHARLIE GREEN, CLERK

\_\_\_\_\_  
CHAIRMAN, LEE COUNTY BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
BY: DEPUTY CLERK

\_\_\_\_\_  
APPROVED AS TO LEGAL FORM BY COUNTY ATTORNEY'S OFFICE

(Lease for Sheriff's Central District/my documents)

CERTIFICATE OF INSURANCE

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy numbered and described below.

CERTIFICATE HOLDER:

LEE COUNTY BOARD OF  
COUNTY COMMISSIONERS  
12995 S CLEVELAND AVE  
SUITE 171  
FT MYERS, FL 33907

INSURED:

HARRY M LOWELL M.D.  
DBA-PINEBROOK PARK COMPLEX  
C/O CPMS  
13131 UNIVERSITY DR  
FORT MYERS, FL 33907-5716

TYPE OF INSURANCE LIABILITY	POLICY NUMBER & ISSUING CO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
<input checked="" type="checkbox"/> Liability and Medical Expense	77-PR-466585-3001	11-03-04	11-03-05	Any One Occurrence..... \$ 1,000,000
<input checked="" type="checkbox"/> Personal and Advertising Injury	NATIONWIDE MUTUAL FIRE INSURANCE CO.			Any One Person/Org ..... \$ 1,000,000
<input checked="" type="checkbox"/> Medical Expenses				ANY ONE PERSON ..... \$ 6,000
<input checked="" type="checkbox"/> Fire Legal Liability				Any One Fire or Explosion \$ 100,000
<input type="checkbox"/> Other Liability				General Aggregate* ..... \$ 3,000,000 Prod/Comp Ops Aggregate* . \$ 1,000,000
<b>AUTOMOBILE LIABILITY</b>				
<input type="checkbox"/> BUSINESS AUTO				Bodily Injury (Each Person) ..... \$ (Each Accident) ..... \$
<input type="checkbox"/> Owned				Property Damage (Each Accident) ..... \$
<input type="checkbox"/> Hired				Combined Single Limit .... \$
<input type="checkbox"/> Non-Owned				
<b>EXCESS LIABILITY</b>				
<input checked="" type="checkbox"/> Umbrella Form	77-CU-466585-3002	11-03-04	11-03-05	Each Occurrence ..... \$ 2,000,000 Prod/Comp Ops/Disease Aggregate* ..... \$ 2,000,000
	Nationwide Insurance Co.			
<b>STATUTORY LIMITS</b>				
<input type="checkbox"/> Workers' Compensation and Employers' Liability				BODILY INJURY/ACCIDENT ... \$ Bodily Injury by Disease EACH EMPLOYEE ..... \$ Bodily Injury by Disease POLICY LIMIT ..... \$

Should any of the above described policies be cancelled before the expiration date, the insurance company will mail 30 days written notice to the above named certificate holder.

DESCRIPTION OF OPERATIONS/LOCATIONS VEHICLES/RESTRICTIONS/SPECIAL ITEMS  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS IS ALSO ADDITIONAL INSURED

Effective Date of Certificate: 11-03-2004  
Date Certificate Issued: 02-21-2005

Authorized Representative: DAVID ANTHONY AGENCY  
Countersigned at: 7370 COLLEGE PKWY 214  
FT MYERS FL 33907