

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

Blue Sheet No. 20050520

1. ACTION REQUESTED/PURPOSE:

Approve change of ownership of lease for 2201 Second Street, Ft. Myers, Florida, from First States Investors 3300, LLC to Roefscsco Ft. Myers, LLC. Lee County leases 10,616 square feet in Suite 300, and 3,861 square feet of space in Suite 400 of this building. All other terms and conditions of the leases will remain the same.

2. WHAT ACTION ACCOMPLISHES: Enables Lee County to be able to send rental payments and notices to the new owner.

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category: 02

C2B

5. Meeting Date: *05-03-2005*

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code AC-4-1
- Other

8. Request Initiated:

Commissioner _____
 Department Construction & Design
 Division Facilities Management
 By: Richard Beck, Director *[Signature]*

9. Background:

Lee County entered into a lease with First Union Bank in 1998 to lease space for County Administration and in 2000 for the Clerk of Courts in the facility located at 2201 Second Street, Ft. Myers, Florida. First Union later sold the building to Wachovia Bank. On September 22, 2004, Lee County Government was notified that Wachovia Bank had sold and the new owners were now First States Investors 3300, LLC. Lee County has now been notified that as of March 24th, First States Investors 3300, LLC has sold this building to Roefscsco Ft. Myers, LLC. Upon receipt of the buyer and seller's letters, this bluesheet is being prepared for approval by the Board of County Commissioners to change the ownership of the two leases at this facility.

NO FUNDING REQUIRED FOR THIS ACTION AS ACCOUNTS ARE ALREADY ESTABLISHED

Attachments: Letter from First State Investors 3300, LLC
 Letter from Roefscsco Ft. Myers, LLC

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i> 4.14.05	N/A			<i>[Signature]</i> 4/14/05	<i>[Signature]</i> 4/14/05	<i>[Signature]</i> 4/14/05	<i>[Signature]</i> 4/14/05	<i>[Signature]</i> 4/14/05	<i>[Signature]</i> 4.14.05

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
 Date: *4/14/05*
 Time: *3:30*
 Forwarded To:
CA: AM
4/15/05

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
4-15-05
9:30 am
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
4-15-05
2:30 pm

Roefsco Ft. Myers, LLC

3295 River Exchange Drive, Suite 400

Norcross, GA 30092

888-275-2596 (Phone)

770-650-7500 (Fax)

Jayne,

Please let this letter serve as a notice that Roefsco Ft. Myers, LLC is the new owner of the building located at 2201 Second Street in Downtown Fort Myers. All rent and any additional monies that are due should be paid to Roefsco Ft. Myers, LLC and mailed to the following address:

Roefsco Ft. Myers, LLC
C/O Fialkow & Co.
3295 River Exchange Dr.
Suite 400
Norcross, GA 30092

If you have any questions, please do not hesitate to contact us.

Thank you,
Adam

Adam Ross
Manager, Roefsco Ft. Myers, LLC

3295 River Exchange Drive, Suite 400

Norcross, GA 30092

888-275-2596 (Phone)

770-650-7500 (Fax)



**AMERICAN FINANCIAL
REALTY TRUST**

1725 THE FAIRWAY, JENKINTOWN, PA 19046
T:(215)887-2280 F:(215)887-2585

LEE COUNTY
RECEIVED

05 MAR 29 AM 10:27

COMMUNICATIONS CNTR
FOURTH FLOOR

Lee County Board of Commissions
Attention: Facility Management
P.O. Box 398
Fort Myers, FL 33902

RE: Lease Agreement by and between First States Investors 3300, LLC ("Lessor") and Board of County Commissioners for Lee County ("Tenant")

Dear Board of Commissioners :

The purpose of this letter is to notify you that the above referenced Lease Agreement has been assigned to ROEFSCO FT MYERS, LLC. A copy of the lease assignment is enclosed with this letter for your reference. ROEFSCO FT MYERS, LLC is the new owner of the office building and surrounding parking lot and improvements at 2201 Second Avenue, Ft. Myers, Florida 33901. Fialkow & Co. is the property management company that has been hired to manage the Property. Please send your rent checks and all correspondences to:


ROEFSCO FT MYERS, LLC
c/o Fialkow & Co.
3295 River Exchange Drive
Suite 400
Norcross, GA 30092
(770) 650-7500
(770) 650-7510 facsimile
propertymanager@fialkow.net

Please contact them if you wish to update your contact information for their records.

We thank you for your patience and cooperation, and we look forward to working with you.

Should you have any questions or comments, kindly contact me at (215) 887-2280.

Very truly yours,



Sonya A. Huffman
Vice President

Enclosure

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), made this 24th day of March, 2005, by and between FIRST STATES INVESTORS 3300, LLC, a Delaware limited liability company, having an address at 680 Old York Road, Jenkintown, PA 19046 ("Assignor") and ROEFSCO FT. MYERS, LLC, a Nevada limited liability company, having an address at c/o Fialkow & Co., Inc., 3295 River Exchange Drive, Suite 400, Norcross, Georgia 30092 ("Assignee").

BACKGROUND:

Pursuant to that certain Purchase and Sale Agreement dated as of February 11, 2005, between American Financial TRS, Inc., as seller, with the joinder of Assignor, and ROEFSCO, LLC, as purchaser, as such agreement was amended and assigned in part by purchaser to Assignee (the "Agreement"), Assignor desires to assign to Assignee all of its right, title and interest in and to that certain lease or those certain leases described on Schedule A annexed hereto (each a "Lease") and the security deposits thereunder, to the extent that such Lease is associated with the property identified on Schedule B annexed thereto, which property is described in the Lease (the "Property"), and Assignee desires to assume Assignor's right, title and interest in and to the Lease in accordance with the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, Assignor and Assignee do hereby agree as follows:

1. Assignment and Covenants.

(a) Assignor hereby assigns, gives, grants, bargains, sells, conveys, transfers and sets over unto Assignee, its successors and assigns, as of the Effective Date (as hereinafter defined) all of Assignor's right, title and interest in and to the Lease and the Property, including without limitation, the right, if any, to renew or otherwise extend the term of the Lease.

(b) Assignor, for itself, its successors and assigns, covenants with Assignee, its successors and assigns, as follows: that Assignor is the true and lawful owner of the leasehold estate created by the Lease; that the Lease is now in full force and effect; and that Assignor has the right to sell and convey the leasehold estate created by the Lease.

2. Assumption. Assignee hereby accepts the foregoing assignment and, in consideration thereof, Assignee hereby covenants and agrees that, on and after the Effective Date Assignee shall assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of the Lease that arise on and after the Effective Date and are to be observed, performed and fulfilled by the tenant named therein on and after the Effective Date in the same manner and to the same extent as if Assignee were the tenant named therein.

3. Indemnification.

(a) Assignor hereby indemnifies and agrees to defend and hold harmless Assignee from and against any and all liability, loss, damage and expense, including, without limitation, reasonable attorney's fees, that Assignee may incur under the Lease by reason of any failure or alleged failure of Assignor to have complied with or to have performed, before the Effective Date, all of the obligations of the tenant under the Lease that were to be performed before the Effective Date.

(b) Assignee hereby indemnifies and agrees to defend and hold harmless Assignor from and against any and all liability, loss, damage and expense, including without limitation reasonable attorneys' fees, that Assignor may incur under the Lease by reason of any failure or alleged failure of Assignee to comply with or to perform, on or after the Effective Date, all of the obligations of the tenant under the Lease that arise on and after the Effective Date and are to be performed on or after the Effective Date.

4. Effective Date. The "Effective Date", as used herein, shall mean the Closing Date under the Agreement.

5. Successors and Assigns. The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This Assignment may be executed in several counterparts, each of which shall constitute one and the same instrument.

[end of page; signatures continue on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first set forth above.

ASSIGNOR

FIRST STATES INVESTORS 3300, LLC

By: 

Sonya A. Huffman
Vice President

ASSIGNEE

ROEFSCO FT. MYERS, LLC

By: 

Name: Samuel S. Fialkow
Title: Manager