

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

Blue Sheet No. 20030560

1. REQUESTED MOTION:

ACTION REQUESTED: Approve lease agreement with Fort Myers Venture I, L.L.C. for 18,242 sq. ft. of space in the SunTrust Plaza, Suites 600, 703 and 200, located at 2000 Main Street, Ft. Myers, to be utilized by the County as necessary Lease cost would be a blended rate of \$23.25 which includes CAM. Lease is for one year with the option to renew for 4 additional one year periods under the same terms and conditions. Lease can be terminated by giving six months advance written notice or at time of purchase. Also approve permission for staff to add any space that may become vacant to this agreement until the date of purchase of this building by the Board of County Commissioners. Lease will include the use of 84 parking spaces at the adjacent parking garage.

WHY ACTION IS NECESSARY: Board must approve all lease agreements

WHAT ACTION ACCOMPLISHES: Secures any space in the building that is currently vacant and provides staff with the option to add any space that becomes vacant until the date of purchase. By securing the vacant space, the County is assured that the current owner will not lease the vacant spaces to other entities, giving the County more space to utilize after purchase.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 2

C2B

3. MEETING DATE:

06-03-2003

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 *[Signature]*

7. BACKGROUND:

When the SunTrust Plaza sold to Fort Myers Venture I, L.L.C. early this year, County staff was authorized by the Board of County Commissioners to pursue purchase of the building from the current owner. The current owner, however, was still negotiating with current tenants and other entities to occupy vacant space in the building. When this was realized, Facilities Management approached the owner about the county leasing all vacant space in the building so that other entities would not occupy the areas, thus defeating the purpose of the County to purchase the building for much needed space to put government offices.

FUNDING IS AVAILABLE IN THE FOLLOWING ACCOUNT STRING:

GC5190300100.504410

Non-departmental/Non-departmental/General Fund/Building Rental

Attachments: Lease Agreements (2)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

| A Department Director | B Purchasing or Contracts | C Human Resources | D Other | E County Attorney | F Budget Services <i>CA 5/15/03</i> | | | | G County Manager |
|------------------------------|---------------------------------|-------------------------|------------|-------------------------------|---|---------------|---------------|---------------|------------------------------|
| | | | | | OA | OM | Risk | GC | |
| <i>[Signature]</i> 5.8.03 | N/A <i>CR</i> | N/A | | <i>[Signature]</i> 5/13/03 | CA 5/15/03 | AS 5/15/03 | 06 5/13/03 | CA 5/15/03 | <i>[Signature]</i> 5.8.03 |

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty

Date: 5/12/03

Time: 8:45 Am

Forwarded To:

Budget
5/13/03 2:08pm

RECEIVED BY
COUNTY ADMIN. *CA*
5-13-03 4:40
COUNTY ADMIN.
FORWARDED TO
[Signature]

2003 MAY 16 AM

PUBLIC RESOURCE

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

THIS LEASE AGREEMENT, entered into this _____, day of _____, 20____, between Fort Myers Venture I, LLC, party of the first part, hereinafter called the Lessor, and Lee County, acting by and through the Board of County Commissioners for Lee County, a political subdivision of the State of Florida, party of the second part, 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:

SunTrust Plaza
2000 Main Street, Suites #600, 703, 200
Ft. Myers, Florida 33901

which shall constitute an aggregate area of 18,242 square feet of net rentable 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 *\$23.25 per square foot per year. The Lessor shall also provide 17 covered and 67 uncovered parking spaces for the non-exclusive use of the Lessee as part of this Lease Agreement. (*See **Miscellaneous Provisions**)

I. TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day of July, 2003 to and including the 30th day of June, 2004, hereinafter referred to as "Initial Rental Term."

II. RENTALS

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 thirty five thousand, three hundred forty-three and eighty-eight cents (\$35,343.88) per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable the month following the month of occupancy in accordance with Section 215.422, Florida Statutes. The rentals shall be paid to the Lessor at: Fort Myers Venture I, LLC, 4951 Tamiami Trail, North, Naples FL 34103.

III. HEATING, AIR CONDITIONING AND JANITOR 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 expense of the Lessor.

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

IV. LIGHT FIXTURES

1. The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee.

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

V. MAINTENANCE AND REPAIRS

1. The Lessor 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 demised premises in as good a state of repair as good as it is at the time of the commencement of this lease; reasonable wear and tear and unavoidable casualties expected.

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

VI. UTILITIES

Unless otherwise indicated, the Lessor should bear the full cost of water service used by the Lessee and shall also bear their proportionate share of the cost for trash pick-up, use of electricity during normal business hours, and any other services to the space occupied at its own expense. Telephone service will be the responsibility of the Lessee as well as electricity service during non-normal business hours.

VII. HANDICAPPED STANDARDS AND ALTERATIONS

1. The Lessor agrees that the demised 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.

2. That the Lessee shall have the right to make any alterations in and to

the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

VIII. INJURY OR DAMAGE TO PROPERTY ON PREMISES

That all property of any kind that may be on the premises during the continuancy of this Lease shall be at the sole risk of the Lessee. Except for 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.

IX. FIRE AND OTHER HAZARDS

1. In the event that the demised 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 demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals 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 rental 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 speedily as is practicable and upon the completion of such repairs, the full rental 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 in accordance with the fire safety standards of the State Fire Marshall. The Lessor 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 demised premises shall be available for inspection by the State Fire Marshall, prior to occupancy by the Lessee, and at any reasonable time thereafter.

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

X. 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 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 demised 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) days notice to the Lessor of the intention to do so.

XI. EXPIRATION OF TERM

At the expiration of the Term, the Lessee will peaceably yield up to the demised 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.

XII. SUBLETTING AND ASSIGNMENT

The Lessee upon the obtaining of the written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises, or to assign all or any part of the demised premises to another State or County agency.

XIII. 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.

XIV. RIGHT OF LESSOR TO INSPECT

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

XV. BREACH OF COVENANT

These presents are upon this 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 demised 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.

XVI. ACKNOWLEDGMENT OF ASSIGNMENT

That 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.

XVII. TAXES, INSURANCE, AND COMMISSIONS

1. Lessor should pay all real estate taxes and fire insurance premiums on the demised premises. Lessee shall not be liable to carry fire insurance on the premises or property of the Lessor or any other personal property which may now or thereafter be placed on the demised 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 County will be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act (s) or omission (s) of any official or employee of the County while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

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 demised premises to Lessee.

4. 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 shall purchase and maintain Commercial General Liability insurance in the amount of \$100,000 Per Person, \$300,000 Per Occurrence Bodily Injury and \$100,000 Per Occurrence Property Damage, or \$300,000 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 agrees that this 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 interests or liabilities, but are merely minimums.

XVIII. 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.

XIX. USE OF PREMISES

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

XX. RENEWAL

After the initial rental term, the Lessee is hereby granted the option to renew this Lease for four, one year renewal periods 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 six (6) months prior to the expiration of the term provided in Article I of this lease or any applicable renewal period.

XXI. RIGHT TO TERMINATE

The Lessee shall have the right to terminate this lease upon giving six (6) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested. The Lessor shall not have a right to accelerate lease payments for the remainder of the lease duration.

XXII. NOTICES AND INVOICES

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at Fort Myers Venture I, LLC, 4951 Tamiami Trail, North, Naples, FL. 34103. 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, Ft. Myers, Florida 33902-0398, Attention: Facilities Management. Invoices should be submitted monthly to Lee County Finance Department, P.O. Box 22388, Fort Myers, Florida 33902.

XIII. CONTACTS

For purposes of this agreement, the County representative shall be Facilities Management and the Lessor's representative shall be Paul Zampel.

XXIV. 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.

XXV. MISCELLANEOUS PROVISIONS

1. Upon the first renewal period of the lease agreement, and annually thereafter, the base rental cost will increase by 4%.

2.* Lessor has agreed that when the lease agreement for 1,787 sq.ft. on the second floor ends on November 8, 2003 and the lease agreement for 6,605 sq. ft. on the 4th floor ends on December 1, 2003, Lessee will have first option to add those spaces to this lease agreement at the current base rental cost. Furthermore, Lessor has agreed to give Lessee first option to add any other space, in said building, that is being vacated by its current tenant at the base rental cost that is in effect at that time.

See Appendix to Lease Agreement for more details

XXVI. SPECIAL CLAUSES

1. Electric: Lessee and Lessor agree that "normal electric usage" is defined as:

- 7:00 a.m. to 6:00 p.m. Monday through Friday, and
- 7:00 a.m. to 12:00 noon on Saturday.

Lessee agrees that it will pay for all overtime electric usage as noted below in increments of two hour intervals:

- \$37.50 charge for the first hours, and
- \$18.75 charge for the second hour

2. Condition of Premises: Tenant will lease the space "as is" and make all necessary improvements at their sole cost and expense.

XXVI. WRITTEN AGREEMENT

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

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

FORT MYERS VENTURE I, LLC, a Florida limited liability company

By: 2000 Main Street LLC, a Florida limited liability company, as Manager of Fort Myers Venture I, LLC

By: Paul F. Zampell
Paul F. Zampell, as Manager of 2000 Main Street, LLC

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 27th day of May, 2003 by Paul F. Zampell, as Manager, who is personally known to me or who has produced aforsaid identification and did/did not take an oath.



Melanie Heinemann
Notary
Melanie J. Heinemann
Printed Name of Notary
July 22, 2006
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

(SunTrust Vacant Space Lease:my documents)

ADDENDUM TO LEASE AGREEMENT

Between Fort Myers Venture I, LLC (Lessor) and Lee County, acting by and through the Board of Commissioners for Lee County, a political subdivision of the State of Florida (Lessee).

For the Lease of Suites #600, #703 and #200 in the SunTrust Plaza, 2000 Main Street, Fort Myers, Florida.

The attached Lease Agreement is modified so that the Lessee acknowledges that the Lease Agreement is entered into subject to the rights of Kubicki-Draper, P.A. as tenants under the terms of its Lease dated April 23, 2002, a copy of the first page of which is attached hereto as Exhibit "A".

The terms of this Addendum supersede any provisions to the contrary in the attached Lease Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the date of the attached Lease Agreement.

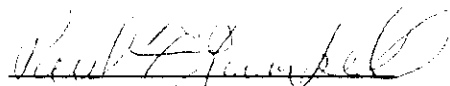
Signed in the presence of;

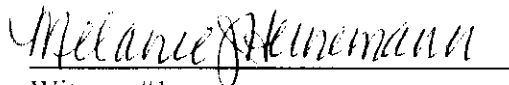
TWO WITNESSES AS TO LESSOR

LESSOR:

FORT MYERS VENTURE I, LLC, a
Florida limited liability company

By: 2000 Main Street LLC, a
Florida limited liability company, as
Manager of Fort Myers Venture I,
LLC

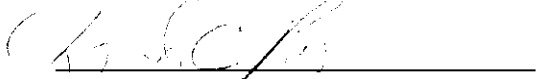
By: 
Paul F. Zampell, as Manager
of 2000 Main Street LLC




Witness #1

Melanie J. Heinemann

Printed Name of Witness



Witness #2



Printed Name of Witness

TWO WITNESSES AS TO LESSEE

LESSEE:

Lee County, acting by and through
the Board of Commissioners for Lee
County, a political subdivision of the
State of Florida

Signature of Witness

By: _____

Printed Name of Witness

Printed Name

Signature of Witness

Title

Printed Name of Witness

STATE FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 31st day of May, 2003, by Paul F. Zampell, as Manager of 2000 Main Street, LLC, a Florida limited liability company acting as Manager of Fort Myers Venture I, LLC, a Florida limited liability company, on behalf of said entities, () who is personally known to me or () who has produced _____ as identification.

(SEAL)



Melanie Heinemann

Notary Public Signature

Melanie J Heinemann

Notary Public Printed Name

My commission expires: 7/22/06

922

EXHIBIT "A"

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of this 23 day of April, 2002 by and between FOUNTAIN SQUARE ASSOCIATES, a Florida General Partnership ("Landlord") and KUBICKI-DRAPER, P.A., a Florida professional association ("Tenant").

WITNESSETH:

THAT LANDLORD, in consideration of the rents and agreements hereafter promised and agreed by Tenant to be paid and performed, does hereby lease to the Tenant, and Tenant does hereby lease from Landlord the real property described herein, subject to the following terms and conditions.

ARTICLE I

DESCRIPTION OF PROPERTY

Section 1.1 Description of Property. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following space: Suite 400, containing approximately 1,816 rentable square feet (the "Premises") approximately as shown on Exhibit "1" attached hereto, in the building known as SUNTRUST PLAZA located at 2000 Main Street, Fort Myers, Florida 33901 (the "Building"), as described in Exhibit "2" and depicted on the site plan attached hereto as Exhibit "3", together with the right to use in common with other tenants of the Building, their invitees, customers and employees, the lobby areas, stairways, elevators, hallways, lavatories and all other common facilities contained in the Building and parking areas. All of the land and real property underlying the Building or adjacent thereto, with all improvements thereto including the Building, and used in connection with the operation of the Building shall be referred to herein as the "Property".

Section 1.1(a). Additional Premises. Provided Tenant has not been in default beyond any applicable cure period, in the Tenant notifies Landlord that it desires to lease additional space in the Building and provided and to the extent additional space is available in the Building, Landlord shall work cooperatively with Tenant to provide additional space upon terms and conditions mutually agreed upon by both parties.

Section 1.1(b). Right of First Refusal. Provided Tenant is not in default beyond any applicable cure period, Tenant shall have a right of first refusal ("Right of First Refusal") to lease any available space on the fourth (4th) floor of the Building (the "Right of First Refusal Space") which Right of First Refusal is subject and subordinate to any rights existing in other leases within the Building as of the date hereof. In the event Landlord receives any bona fide third party offer to lease all or a portion of the Right of Refusal Space, which offer is acceptable to Landlord, Landlord shall so notify Tenant, in writing, and Tenant shall have five (5) days thereafter within which to notify Landlord, in writing, of its exercise of the Right of First Refusal upon terms and conditions economically equivalent to those contained in the third party offer (taking into consideration the creditworthiness of the third party), and ten (10) days after receipt of an Amendment to Lease within which to execute same. In the event Tenant waives the Right of First Refusal or fails to notify Landlord as aforesaid, Landlord shall thereafter be free to lease such space to such third party with no further obligation to Tenant. Tenant's Right of First Refusal as set forth herein shall not be applicable in the event the third party offer encompasses more than the entire Right of First Refusal Space.

Section 1.2 Term. Tenant shall have and hold the Premises for a term of approximately three (3) years (hereinafter referred to as the "Term" or "Lease Term"), commencing on May 15, 2002 (the "Commencement Date") and expiring on May 31, 2005 (the "Expiration Date"). If the Term of this Lease commences on any day of the month other than the first day, Rent from such date to the end of such month shall be prorated according to the number of days in such month and paid on a per diem basis, in advance, on or before the Commencement Date. The parties hereto agree that when the dates of commencement and termination of this Lease are determined, they will execute, prior to occupancy, an Estoppel Certificate in the form attached hereto as Exhibit "4" certifying said dates. Tenant's failure or refusal to execute said Estoppel Certificate shall constitute a default hereunder.

Section 1.3 Option to Renew. Provided Tenant is not then in default of any of the terms or conditions

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/09/03

PRODUCER

Gulfshore Insurance, Inc.
4100 Goodlette Road N, #100
Naples, FL 34103 -3303
239 261-3646

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

INSURERS AFFORDING COVERAGE

INSURED

Fort Myers Venture I, LLC
C/O Stiles Property Mgmt.
PO Box 9368
Fort Myers, FL 33902

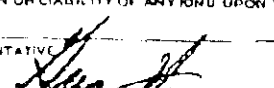
INSURER A: Cincinnati Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|--|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY: <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | CAP5499202 | 02/07/03 | 02/07/04 | EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS | | | | COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGE \$ |
| | EXPENS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | IWC STATU-ITORY LIMITS: <input type="checkbox"/> BOTH <input type="checkbox"/> FR E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | OTHER | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

| | | |
|--|---|--|
| CERTIFICATE HOLDER | ADDITIONAL INSURED, INSURER LETTER | CANCELLATION |
| Lee County Board of County Commissioners PO BOX 398 Fort Myers, FL 33902 | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:  |

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/09/03

PRODUCER
Gulfshore Insurance, Inc.
4100 Goodlette Road N, #100
Naples, FL 34103 - 3303
239 261-3646

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

INSURERS AFFORDING COVERAGE

INSURED
Fort Myers Venture I, LLC
C/O Stiles Property Mgmt.
PO Box 9368
Fort Myers, FL 33902

INSURER A Cincinnati Insurance Company
INSURER B
INSURER C
INSURER D
INSURER E

COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|--|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | CAP5499202 | 02/07/03 | 02/07/04 | EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 |
| | AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HOLD AUTOS NON OWNED AUTOS | | | | COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$ |
| | EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | INC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$ |
| | OTHER | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER
Lee County Board of County Commissioners
PO BOX 398
Fort Myers, FL 33902

CANCELLATION
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AUTHORIZED REPRESENTATIVE 