

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

Blue Sheet No. 20030268

1. REQUESTED MOTION:

ACTION REQUESTED: Approve change of ownership of lease agreement for Court Administration and lease #C980657 for the State Attorney's office both located in the SunTrust Plaza, formally the Barnett Centre and Huntington Plaza, located at 2000 West Main Street, Ft. Myers, FL. The Plaza was recently sold to Ft. Myers Venture I, L.L.C. The former owner was Fountain Square Associates. Rental payments are now to be made to the new owner. All other terms and conditions of the lease agreements will remain the same as they are.

WHY ACTION IS NECESSARY: Fountain Square Associates, who owned the SunTrust Plaza, recently sold the facility to Fort Myers Venture I, L.L.C. In order for Fort Myers Venture I, L.L.C. to receive their rental payments from Lee County Government, the change must be approved by the Board of County Commissioners.

WHAT ACTION ACCOMPLISHES: By making this change of ownership in the lease agreements, all rental payments will be properly directed to the current owner.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 2

C2A

3. MEETING DATE:

03-18-2003

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

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

6. REQUESTOR OF INFORMATION:

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

7. BACKGROUND:

The Division of Facilities Management was contacted by Stiles Property Management, agents for Fountain Square Associates, that, as of February 7, 2003, the SunTrust Plaza, formally the Barnett Centre and Huntington Plaza, was sold to Fort Myers Venture I, L.L.C. and that all rental payments now be made to the new owner. Lee County Government occupies space on the 1st floor (Court Administration) and the 6th floor (State Attorney's office). In order for Lee County Government to relinquish the rental payments to the new owner, a change in the Lessor on the lease agreement must be approved by the Board of County Commissioners. All other terms and conditions of the lease agreements will remain as they currently are.

Attachments: Letter from Stiles Property Management and Fort Myers Venture I, L.L.C.
Copy of lease agreement for State Attorney and Court Administration

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>Jamison</i> <i>3-4-03</i>	<i>N/A</i> <i>3/4/03</i>	<i>NA</i>		<i>[Signature]</i> <i>3/5/03</i>	<i>CA</i> <i>3/5/03</i>	<i>[Signature]</i> <i>3/6/03</i>	<i>[Signature]</i> <i>3/5/03</i>	<i>[Signature]</i> <i>3/5/03</i>	<i>Jamison</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *3-5-03*
Time: *11:20AM*
Forwarded To:
Ch. Adm. 3:50
11:30

COUNTY ADMIN. CA
3-5-03
11:45
COUNTY ADMIN.
FORWARDED TO: *[Signature]*
3/6/03
[Signature]

**FOUNTAIN SQUARE ASSOCIATES,
a Florida General Partnership**

P.O. Box 9368
Ft. Myers, FL 33902
239.337.1710
239.337.4797 Fax
<http://www.stiles.com>

February 21, 2003

To: Mr. Robert Reist, Dir. Facilities Mgmt.
Lee County BOCC
P.O. Box 398
Ft. Myers, FL 33902

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: Sale of Property to Fort Myers Venture I, L.L.C.,
a Florida limited liability company

Dear Tenant:

We are pleased to announce that as of February 7, 2003, ownership of the premises known as SunTrust Plaza (2000 Main Street, Fort Myers, Florida) has been transferred from Fountain Square Associates, a Florida general partnership, to Fort Myers Venture I, L.L.C., a Florida limited liability company. This transfer of ownership will have no effect on your right to continue to occupy the space in accordance with your lease agreement.

- **Inquiries:** With respect to your occupancy or tenant related issues, you should continue to direct inquires to Stiles Property Management (239)-337-1710, as the new owner's agent.
- **Rent Payments:** Starting with your March 1, 2003 payment, your payments should be directed and forwarded to the following address:

Fort Myers Venture I, LLC
c/o Stiles Property Management
P.O. Box 9368
Ft. Myers, Florida 33902

Please note, February rent payments only should be sent to Fountain Square Associates.

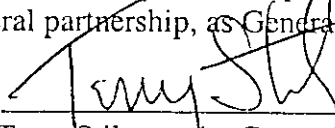
- **Landlord's Notice:** This provision in the Lease shall be deemed amended accordingly:
Fort Myers Venture I, L.L.C.
Attn: Paul F. Zampell, as its Manager
4951 Tamiami Trail North
Suite 3
Naples, Florida 34103
- **Lease Inquires:** Please continue to direct all lease inquires to Stiles Realty Company as the new owner's agent.
- **Certificate of Insurance:** Please forward your corrected certificate of insurance, naming the new owner as additional insured, to Stiles Property Management at the address noted above.

If you should have any question, please do not hesitate to call us.

Sincerely,

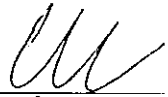
Fountain Square Associates, a Florida general partnership

By: Fountain Investment Group, a Florida general partnership, as General Partner

By: 
Terry Stiles, as its General Partner

By: Fountain Square Property Holdings, Ltd., a Florida limited partnership, as General Partner

By: Fountain Square Property Management, Inc., a Florida Corporation, as its sole General Partner

By: 
Name: CRIS V BRANDON
As Its: Vice President

Fort Myers Venture I
4951 Tamiami Trail North, Suite 3
Naples, FL 34103
Phone (239) 434-9410
Fax (239) 434-9411

February 11, 2003

Lee County Board of
County Commissioners

Gentlemen:

We are pleased to advise you that our company has acquired the SunTrust Plaza effective Friday, February 7, 2003.

We also advise you that Stiles Corporation under Bud Cusack and his staff will remain as our management agent. We look forward to continuing to provide you and your company with the best office environment in the area.

If you have any questions, you may contact me at 434-9410.

Very truly yours,



Paul Zampell
on behalf of Fort Myers Venture I

C980657
STATE ATTORNEY

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

COPY

THIS LEASE AGREEMENT, entered into this 23rd, day of June, 19 98, between Fountain Square Associates, 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:

Barnett Centre
2000 West Main Street, Unit #602
Ft. Myers, Florida 33901

which shall constitute an aggregate area of 4,229 square feet of net usable 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 *\$19.25 per square foot per year, plus all applicable sales taxes; the Lessor shall also provide 4 covered and 10 uncovered parking spaces for the exclusive 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 July, 1998 to and including the 30th day of June, 2003.

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 six thousand, seven hundred eighty-four dollars and two cents (\$6,784.02) per month for the rental period described in Article I of this lease plus all applicable sales taxes. 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: 6400 North Andrews Avenue, Ft. Lauderdale, Fla. 33309.

*(see Miscellaneous Provisions Section XXV)

III. HEATING, AIR CONDITIONING AND JANITOR SERVICE

COPY

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 has installed in the demised premises light fixtures for the use of the Lessee. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.
2. The Lessor certifies that the lighting levels within the demised premises are maintained at a minimum level of: 10 footcandles in hall and corridors; 30 footcandles in other public areas; 100 footcandles in office and conference rooms.

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.
3. The Lessee acknowledges that it is accepting the space in "as is condition. Lessor acknowledges that it will repair damage done to an interior storage room wall and paint/patch walls in the entire area if Lessee so elects.

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 STAIRS AND ALTERATIONS

COPY

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, to the

best of its knowledge, at 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 obtaining 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 Lessee shall indemnify and save the Lessor harmless from any and all claims or demands of any kind, including an allowance for reasonable attorney's fee incurred by Lessor in the defense thereof, for injuries to person or damage to property arising out of Lessee's negligent use of the premises asserted by or on behalf of the Lessee, Lessee's employees, agent, invitee, or any other person and from any and all injury or damage done by any of them to the premises. The Lessee shall not be liable for any and all claims or demands of any kind arising out of the Lessor's negligent acts or those of its employees or agents.

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

The Lessee is hereby granted the option to renew this Lease for one, five year renewal period 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 and providing that the Lessee moves into a building that is owned by the State of Florida or Lee County Board of County Commissioners. Lessee shall reimburse Lessor for any unamortized administrative fees, leasing fees or tenant improvements at the time of termination. 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 6400 North Andrews Avenue, Ft. Lauderdale, Fla. 33309 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, Ft. Myers, Florida 33902-0398, Attention: Facilities Management. Invoices should be submitted monthly to Lee County Finance Department, P.O. Box 398, Fort Myers, Florida 33902-0398.

COPY

XXIII. CONTACTS

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

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.

© The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XXV. MISCELLANEOUS PROVISIONS

1.*Beginning July 1, 1999 and annually thereafter, rental payments shall increase in the amount of, but not to exceed, 4%.

2.Lessor has agreed to give Lessee first refusal option for space contiguous to Suite 602 in the event that the current tenant vacates.

XXVI. ELECTRIC CONSUMPTION

1. 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.

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

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

XXVII. 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.

COPY

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.


LANDLORD

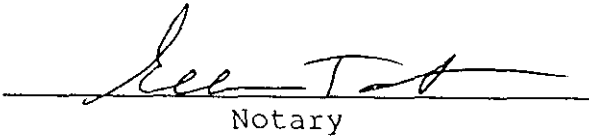
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of June, 1998 by James W. Stine, who is personally known to me or who has produced N/A as identification and did/did not take an oath.



ELLEN TANNENBAUM
COMMISSION # CC 384866
EXPIRES JUL 19, 1998
BONDED THRU
ATLANTIC BONDING CO., INC.


Notary

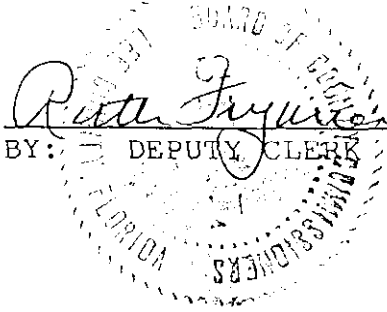
Printed Name of Notary

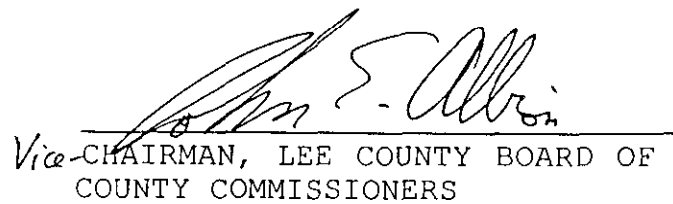
Commission Expires

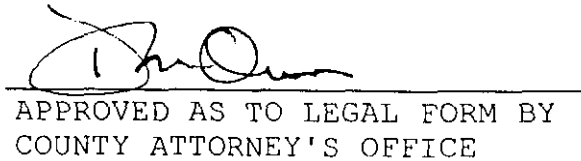
ATTEST:

CHARLIE GREEN, CLERK


BY: DEPUTY CLERK




Vice-CHAIRMAN, LEE COUNTY BOARD OF
COUNTY COMMISSIONERS


APPROVED AS TO LEGAL FORM BY
COUNTY ATTORNEY'S OFFICE

Court
Administration

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

COPY

THIS LEASE AGREEMENT, entered into this 21st, day of August, 2001, between Fountain Square Associates, 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:

Huntington Plaza
2000 Main Street, Unit #101
Ft. Myers, Florida 33901

which shall constitute an aggregate area of 5,245 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 *\$19.30 per square foot per year. The Lessor shall also provide 4 covered and 13 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 15th day of November, 2001 to and including the 14th day of November, 2006, or upon Lessor's completion of tenant renovations, whichever is first.

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 eight thousand, four hundred thirty-five dollars and seventy-one cents (\$8,435.71) 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: 300 S.E. 2nd Street, Ft. Lauderdale, Florida, 33301.

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

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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.

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XX: RENEWAL

The Lessee is hereby granted the option to renew this Lease for one, five year renewal period 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 and providing that the Lessee moves into a building that is owned by the State of Florida or Lee County Board of County Commissioners. Lessee shall reimburse Lessor for any unamortized administrative fees or tenant improvements at the time of termination. 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 300 S.E. 2nd Street, Ft. Lauderdale, Fla. 33301 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, Ft. Myers, Florida 33902-0398, Attention: Facilities Management. Invoices should be submitted monthly to Lee County Finance Department, P.O. Box 398, Fort Myers, Florida 33902-0398.

XXIII. CONTACTS

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

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. Beginning the second year of the lease agreement, and annually thereafter, the base rental cost will increase in the amount of, but not to exceed, 4%.

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2.* Lessor has agreed to renovate said space for Lessee. The cost of these renovations will be amortized over the initial 5 year term of the lease agreement and will be reimbursed to the Lessor on a monthly basis. If Lessee should terminate said lease agreement before the initial term is completed, Lessee will pay all remaining amortized costs to the Lessor at that time.

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.

[Signature]

LANDLORD

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of July, 2001 by Rocco Ferrara, who is personally known to me or who has produced _____ as identification and did/did not take an oath.

[Signature]

Notary

Judith Louise Sherman
Commission # CC 798149
Notary
BONDED THRU
ATLANTIC BONDING CO., INC.

Commission Expires

ATTEST:

CHARLIE GREEN, CLERK

[Signature]

BY: DEPUTY CLERK

[Signature]

VICE-CHAIRMAN, LEE COUNTY BOARD OF COUNTY COMMISSIONERS

[Signature]

APPROVED AS TO LEGAL FORM BY COUNTY ATTORNEY'S OFFICE