

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

Blue Sheet No. 20020288

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve First Addendum to lease agreement, #C970416, with the Museum of the Islands Historical Society, which would extend the term of the lease agreement from May 26, 2007 to May 26, 2017. All other terms and conditions of the original lease agreement will remain in full force and effect. The lease can be terminated by giving 12 months notice.

**WHY ACTION IS NECESSARY:** Board must approve all lease agreements and addendums to those agreements.

**WHAT THE ACTION ACCOMPLISHES:** Allows Museum of the Islands Historical Society to remain in their current location for an extended length of time so they can plan for future expansions of the facility, upon county approval, at their own expense.

**2. DEPARTMENTAL CATEGORY:  
COMMISSION DISTRICT #: 1**

C2A

**3. MEETING DATE:**

04-02-2002

**4. AGENDA:**

**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:** The Museum of the Islands Historical Society has leased the county owned facility located at 5728 Sesame Drive in Bokeelia, Florida since May of 1987. The museum displays early ancestral and cultural artifacts from the area and is open for the public and educational groups to view. In January, 2002, the Museum board members came to Facilities Management to request that they be able to extend the term of their lease agreement as they want to renovate the facility to accommodate a more expansive display of historical artifacts. The renovations would be at their expense.

Attachments: Original Lease Agreement #C970416  
Two copies of First Addendum to Lease Agreement

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Operations <i>3/21</i>				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i> 3-19-02	<i>[Signature]</i> 3/20/02			<i>[Signature]</i> 3/20/02	<i>[Signature]</i> 3/21/02	<i>[Signature]</i> 3/21/02	<i>[Signature]</i> 3/21/02	<i>[Signature]</i> 3/21/02	<i>[Signature]</i> 3-19-02

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.  
by CO. ATTY.  
3/20/02  
100PM  
CO. ATTY.  
FORWARDED TO:  
3/20/02  
ADMIN

RECEIVED BY  
COUNTY ADMIN.  
3/21 210  
COUNTY ADMIN.  
FORWARDED TO:  
3/21 480

**FIRST ADDENDUM TO LEASE AGREEMENT  
BETWEEN LEE COUNTY, FLORIDA AND  
MUSEUM OF THE ISLANDS HISTORICAL SOCIETY  
(LEE COUNTY CONTRACT #C-970416)**

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This is the First Addendum to that certain lease agreement between **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter called "Lessor" and the **MUSEUM OF THE ISLANDS HISTORICAL SOCIETY**, hereinafter called "Lessee", dated April 23, 1997, to be amended for the purpose of extending the term of the original lease agreement.

**WHEREAS**, Lee County and the Museum of the Islands Historical Society entered into a lease agreement dated April 23, 1997 for the purpose of the Museum of the Islands Historical Society to utilize the old Pine Island Library facility as a museum that presents the history of Pine Island Sound to the citizens of Lee County through its programs and artifacts.

**NOW, THEREFORE**, Lee County, Florida and the Museum of the Islands Historical Society now agree to enter into this First Addendum to the Lease Agreement, #C-970416, to provide for the following:

1. The current lease agreement will terminate on the 26<sup>th</sup> of May, 2007. This First Amendment to the Lease Agreement will extend that termination date to the 26<sup>th</sup> of May, 2017.
2. All other terms and conditions of the April 23, 1997 lease agreement shall remain in full force and effect.

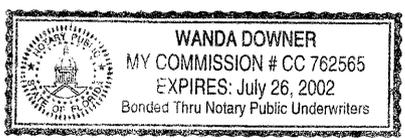
IN WITNESS WHEREOF, the Parties hereto have caused the execution hereof by their duly authorized officers on the day and year written below:

By: Sharon M. Taylor  
Lessee: Museum of the Islands  
Historical Society

STATE OF Fl.  
COUNTY OF Lee

The forgoing instrument was acknowledged before me this 13th day of March, 2002, by Sharon Taylor, who is personally known to me or who has produced Drivers License as identification and did/did not take an oath.

Wanda Downer  
Notary



Wanda Downer  
Printed Name of Notary

7-26-02  
Commission Expires

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

Charlie Green, Clerk of Courts

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:  
LEE COUNTY ATTORNEY'S OFFICE

By: \_\_\_\_\_

0970416

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

**THIS LEASE AGREEMENT**, entered into this 23rd day of April, 1997, by and between the **Museum of the Islands Historical Society**, hereinafter referred to as "Lessee", whose business address is 5728 Sesame Drive, Bokeelia Florida 33922, and **Lee County**, acting by and through the Board of County Commissioners for Lee County, a political subdivision of the State of Florida, hereinafter referred to as "Lessor" and whose business address is P.O. Box 398, Ft. Myers, Florida 33902-0398.

WITNESSETH:

WHEREAS, it is the goal of Lee County to identify, preserve and protect those living reminders of its archeological and historical heritage, and;

WHEREAS, it is the policy of Lee County to educate its citizens on the significance and importance of its archeological and historical heritage;

WHEREAS, the Museum of the Islands Historical Society has demonstrated its interest and capability in presenting the history of Pine Island Sound to the citizens of Lee County through its museum and programs;

WHEREAS, Lee County is committed to cooperation and positive encouragement of the creation of the Museum of the Island;

WHEREAS, the Museum of the Islands Historical Society has made formal request of the use of the old Pine Island Library buildings to house the museum facility.

NOW THEREFORE, for the consideration stated herein, the Lessor and Lessee do hereby mutually agree as follows:

1. **DESCRIPTION OF PREMISES:** The Lessor leases to the Lessee, the premises located at the corner of Russell Road and Sesame Street which is known as the old Pine Island Library.
2. **TERM:** The Lessee shall lease the described property for a period of five (5) years beginning the 27th day of May, 1997 to and including, the 26th day of May, 2002 and is hereby granted the option to renew the lease for one additional five (5) year renewal period under the same terms and conditions of the original term.

3. RENT: The lease amount of the property on a yearly basis will be the total sum of one dollar (\$1.00), due annually on the date of this Agreement, payable in yearly installments to: Lee County Finance Department, P.O. Drawer 2238, Ft. Myers, Florida 33902-2238.
4. USE: The Lessee shall use the property as a museum and no other purpose, unless specifically approved in writing and in advance by the Lessor.
5. ASSIGNMENT: This lease shall not be assigned, transferred or subletted without the express written permission of the Lessor. Any attempt to do so will void this lease agreement.
6. SECURITY: The Lessee shall bear the full responsibility for adequate security, security lights, and a security system to protect the property from vandalism.
7. REPAIRS AND MAINTENANCE: The Lessee, at its own expense, shall maintain and keep the premises, including, and without limitation to, the windows, roof, doors, air conditioning, fire protection equipment, adjacent sidewalks, lawn, landscape, and both interior and exterior walls in good condition.
8. TAXES AND INSURANCE: The Lessee shall be responsible for any applicable taxes and insurance premiums on the demised premises and shall not hold the Lessor liable for damages and or theft to the personal property or fixtures belonging to the Lessee which are located on the rental property.

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 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 Lessor shall not be liable for any and all claims or demands of any kind arising out of the Lessee's negligent acts or those of its employees or agents.

The Lessee 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 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. Lee County shall be named as an additional insured on the insurance policy to indemnify the Lessor for claims resulting from the use of the property. The Lessee shall provide the Lessor with copies of the certificates of the required insurance prior to commence of this lease agreement.

9. CODE REQUIREMENTS: The Lessee shall be responsible for bring the property up to the requirements of the Standard Building Code and maintaining it at such level.

10. PAYMENT OF UTILITIES: Unless otherwise stated, the Lessee shall bear the full cost of water/sewer service, trash pickup, electricity, telephone service and any other desired services to the premises at his own expense.
11. MODIFICATIONS: The Lessee agrees not to make any significant alterations or modifications to the property unless such alterations or modifications are approved in advance and signed off on by the Division of Code Enforcement and Facilities Management.
12. INSPECTION OF PREMISES: The Lessor, through its agent, shall have the right to inspect the premises at any reasonable time during the term of this lease agreement. The Lessor will give advance notice to the tenant prior to any inspections.
13. COUNTY'S REMEDIES ON LESSEE'S BREACH: The Lessor shall have the following remedies in addition to his rights and remedies at law in the event the Lessee breaches this lease:
  - (a) Reentry: The Lessor has the right to obtain possession of the premises as provided by law.
  - (b) Termination: After reentry, the Lessor may terminate upon giving thirty days written notice of such termination to the Lessee. Reentry only, without notice of termination, will not terminate the lease.
  - (c) Reletting Premises: After reentry, the Lessor may relet the premises or any part thereof, for any term, without terminating the lease at such rent and on such terms as he may choose. The Lessor may make alterations and repairs to the premises.
  - (d) Liability of Lessee on Reletting: Lessee shall be liable to the Lessor for the difference between the rent received by the Lessor under the reletting and the rent installments that are due for the same period under this lease.
14. EFFECT OF LESSOR'S WAIVER: The Lessor's waiver or breach of one covenant or condition of this lease is not a waiver or breach of other, or of subsequent breach of the one waived.
15. SIGNS, AWNINGS, MARQUEES, ETC.: The Lessee will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without the Lessor's written consent thereto. Lessee shall not cause any sign, advertisement notice or other lettering to be exhibited, inscribed, painted or affixed to the building or affixed to any portion of the premises except for business identification signs which shall be substantially uniform in size design, color, location and subject to the prior written approval of Lessor or his agent. The Lessee further agrees to remove signs, displays, advertisements or decorations he has placed, or permitted to be placed, on the

premises which were placed there without the written permission of the Lessor.

16. PARTIAL DESTRUCTION OF PREMISES: Partial destruction of the leased premises shall not render this lease void or voidable, or terminate it except as herein provided. If the premises are partially destroyed during the term of this lease, the Lessor shall repair them, when such repairs can be made in conformity with local, state and federal laws and regulations, within 90 days of the partial destruction. If the repairs cannot be so made within the time limit, the Lessor has the option to make them within a reasonable time and to continue this lease ineffect. If the repairs cannot be so made in 90 days, and if the Lessor does not elect to make them within a reasonable time, either party hereto has the option to terminate this lease. The Lessor shall notify the Lessee within ten (10) days of the partial destruction whether the Lessor intends to make repairs. The Lessor shall not be responsible for the repair of any damage to improvements made by the Lessee not resulting from the fault of the Lessor. Where the Lessee is not at fault for the damage, the rent shall be prorated based upon the proportion of the space available for the Lessee's use to the total area of the leased premises, otherwise the rent shall not be reduced because of the damage or inability to utilize the premises.
17. ACCESS AND PARKING: The Lessee shall have free access to the use of the parking spaces, free of charge, that are provided.
18. SURRENDER OF PREMISES: The Lessee agrees to surrender to the Lessor, at the end of the term of this lease or any extension thereof, said leased premises in as good condition as the premises were at the beginning of the term of this lease, ordinary wear and tear and damage by fire and windstorm or other Acts of God, excepted.
19. SITE PLAN: This lease agreement includes a Museum of the Islands Site Plan which shows the property boundaries of the lease and the designated five (5) parking spaces mentioned in paragraph 17.
20. COMPLETE AGREEMENT: This lease contains the entire agreement between the Lessor and Lessee and all previous negotiations leading thereto, and may be modified only by written agreement approved by the Lessor.
21. RIGHT TO TERMINATE: The Lessor or Lessee shall have the right to terminate this lease by giving twelve (12) months advance written notice to the other by Certified Mail, Return Receipt Requested.
22. NOTICES: All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at P.O. Box 398, Ft. Myers, Florida 33902-0398, Attention: Facilities Management 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, Museum of the Islands Historical Society, 5728 Sesame Drive, Bokeelia, Florida 33922, Attention: Phoenix Allen.

23. CONTACTS: For purposes of this agreement, the County representative shall be Facilities Management and the Lessee's representative shall be Phoenix Allen.

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

MUSEUM OF THE ISLANDS HISTORICAL SOCIETY  
By: Phoenix Allen  
LESSEE  
Board member

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this        day of MARCH, 1997 by

PHOENIX L. ALAN, who is personally known to me or who has produced

Personally Known to me as identification and did/did not take an oath.

[Signature]  
Notary

Michael H. Shevlin

Printed Name of Notary



Commission Expires

ATTEST:

CHARLIE GREEN, CLERK

[Signature]  
BY: DEPUTY CLERK

[Signature]  
CHAIRMAN, LEE COUNTY BOARD OF COUNTY COMMISSIONERS

[Signature]  
APPROVED AS TO LEGAL FORM BY COUNTY ATTORNEY'S OFFICE

(museum.wpd)

SPECIAL MULTI-FLEX POLICY is provided by the insurance company(s) of ITT Hartford Insurance Group, shown



ITT HARTFORD

# COMMON POLICY DECLARATIONS

POLICY NUMBER: 21 UUC KY5904  
RENEWAL OF: 21 UUC KY5904

Named Insured and Mailing Address:  
(No., Street, Town, State, Zip Code)

MUSEUM OF THE ISLAND HISTORIC  
SOCIETY  
5728 SESAME DRIVE  
BOKEELIA , FL 33922  
(LEE COUNTY)

Policy Period:

From 06/16/96 To 06/16/97

12:01 A.M., Standard time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. The Coverage Parts that are a part of this policy are listed below. The Advance Premium shown may be subject to adjustment.

Total Advance Premium:

\$595.58

*Annual*

Advance Premium

## Coverage Part and Insurance Company Summary

COMMERCIAL PROPERTY

HARTFORD INSURANCE COMPANY OF THE SOUTHEAST  
HARTFORD PLAZA  
HARTFORD, CT 06115

\$443.00

COMMERCIAL GENERAL LIABILITY

HARTFORD INSURANCE COMPANY OF THE SOUTHEAST  
HARTFORD PLAZA  
HARTFORD, CT 06115

\$148.00

LISTING OF ADDITIONAL COVERAGE PARTS CONTINUED ON THE FOLLOWING PAGE.

Form Numbers of Coverage Parts, Forms and Endorsements that are a part of this policy and that are not listed in the Coverage Parts.

HM0001 IH00170295 IL00211194 IL01750993 IL02550794 HP00100295 HC00100295

COINSURANCE CONTRACT: THE RATE CHARGED IN THIS POLICY IS BASED UPON THE USE OF THE COINSURANCE CLAUSE ATTACHED TO THIS POLICY, WITH THE CONSENT OF THE INSURED.

Agent/Broker Name: OSWALD-TRIPPE AND CO INC

This policy is not binding unless countersigned by our Authorized Representative.

Countersigned by

*Amy V. Lippel*  
Authorized Representative

6-17-96  
Date

ORIGINAL

PAGE 1 (CONTINUED ON NEXT PAGE)

# COMMERCIAL GENERAL LIABILITY COVERAGE PART - DECLARATIONS



POLICY NUMBER: 21 UUC KY5904

This COMMERCIAL GENERAL LIABILITY COVERAGE PART consists of:

- A. This Declarations;
- B. Commercial General Liability Schedule;
- C. Commercial General Liability Coverage Form; and
- D. Any Endorsements issued to be a part of this Coverage Part and listed below.

## LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Policy that apply, are:

Each Occurrence Limit	\$300,000
Fire Damage Limit - Any One Fire	\$300,000
Medical Expense Limit - Any One Person	\$10,000
Personal and Advertising Injury Limit	\$300,000
General Aggregate Limit, (other than Products-Completed Operations)	\$300,000
Products-Completed Operations Aggregate Limit	\$300,000

ADVANCE PREMIUM: \$148.00

AUDIT PERIOD: NOT SUBJECT TO AUDIT

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

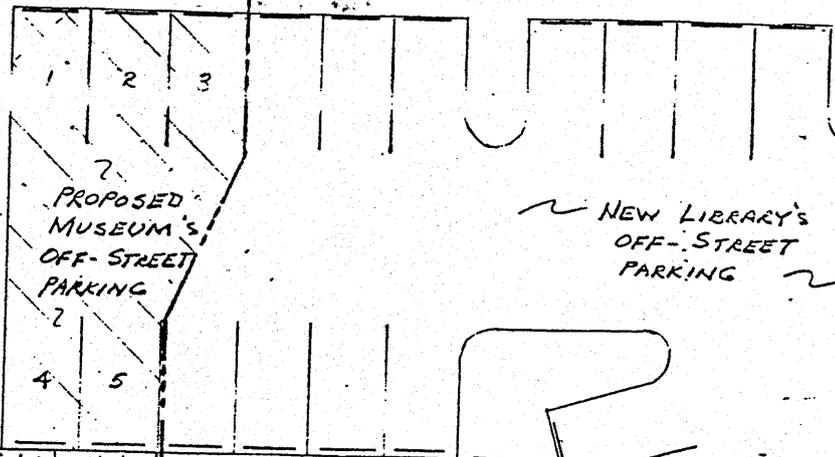
Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HC70010390	CG00010196	CG20110196	CG20261185	HC26001093
CG02200792	HC12101185T			
IH12011185	ADDITIONAL INSURED - CG2011 MANAGERS OR LESSORS OF PREMISES			
IH12011185	ADDITIONAL INSUREDS - CG2026 DESIGNATED PERSON/ORGANIZATION			

RUSSELL ROAD WES

SESAME STREET

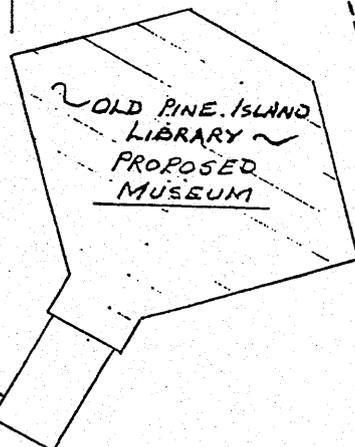
PROPERTY LINE



39'-0"±

PROPOSED LEASE LIMIT LINE 2

PROPOSED WALKWAY



38'-0"±

→ N

RUSSELL ROAD

PROPOSED LEASE LIMIT  
 SITE PLAN

SCALE 1"=20'	DATE MAR 19, 87	Drawn By. LEC
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