

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

Blue Sheet No. 20031430

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Interlocal Agreement between the Lee County Mosquito Control District (LCMCD) and Lee County for the Lee County Gun Range Site. Execute Lease Agreement between LCMCD and Lee County for the land necessary to construct the firearms training facility. Approve First Amendment to existing Lease Agreements between Lee County and LCMCD for Sanibel Island and Gasparilla Island Helipads.

WHY ACTION IS NECESSARY: Board approval of Interlocal Agreement and Lease is required before construction can commence on the firearms training facility. Amending the existing helipad leases will allow them to run concurrent with the firearms training facility lease terms.

WHAT ACTION ACCOMPLISHES: Provides site for construction of the firearms training facility, and amends term limits of existing helipad leases.

2. DEPARTMENTAL CATEGORY: 6
COMMISSION DISTRICT # 5

C6B

3. MEETING DATE:

*Date Critical
12-16-2003*

4. AGENDA:

5. REQUIREMENT/PURPOSE:
(Specify)

6. REQUESTOR OF INFORMATION:

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

- STATUTE FS 125
- ORDINANCE
- ADMIN. CODE
- OTHER

- A. COMMISSIONER
 - B. DEPARTMENT Independent
 - C. DIVISION County Lands TLM 11/25/03
- BY: Karen L.W. Forsyth, Director *KLF*

7. BACKGROUND:

The lease agreement is for approximately 7.35 acres of land located in the southeast corner of the Lee County Mosquito Control District's property in the Buckingham area of East Lee County, identified as Part of Strap No. 15-44-26-01-00017.0110. The term of the lease is for a period of 30 years, with the option to renew for an additional 30-year term.

Lee County will construct, maintain, and operate the firearms training facility in cooperation with the Lee County Sheriff's Office.

Staff recommends Board approval.

Attachments: Interlocal Agreement, Lease Agreement, First Amendment for Gasparilla Island Helipad, and First Amendment for Sanibel Island Helipad.

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
<i>K. Forsyth</i>			<i>SAD 11/26/03</i>	<i>J. He 11/26/03</i>	OA <i>11/26/03</i>	OM <i>11/26/03</i>	Risk <i>11/26/03</i>	GC <i>11/26/03</i>	<i>J. Jander 11-26-03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *11/26/03*
Time: *10:52 AM*
Forwarded to:
Co. Admin. 11/26/03

RECEIVED BY
COUNTY ADMIN: *EW*
11/26/03
COUNTY ADMIN
FORWARDED TO:
12/9/03

**INTERLOCAL AGREEMENT BETWEEN
MOSQUITO CONTROL DISTRICT AND LEE COUNTY
FOR A LEASE OF LAND FOR COUNTY GUN RANGE**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2003, by and between LEE COUNTY, a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "County", and the LEE COUNTY MOSQUITO CONTROL DISTRICT, an independent taxing district within the State of Florida, acting by and through its Mosquito Control District Board of Commissioners, hereinafter referred to as "Mosquito Control District".

WITNESSETH:

WHEREAS, the Mosquito Control District Board of Commissioners and the Board of County Commissioners both serve the people of Lee County; and

WHEREAS, both the Mosquito Control District and County are mutually interested in providing facilities that provide for the training of law enforcement personnel designed to benefit the public safety of the community; and

WHEREAS, both the Mosquito Control District and County are mutually interested in improving their capability for emergency air operations; and

WHEREAS, the County has determined the need to construct a firearms training facility known as the Lee County Gun Range on the Mosquito Control District site, Exhibit "A" (which is attached hereto and incorporated herein); and

WHEREAS, the Mosquito Control District owns the property identified in Exhibit "A" and has determined the parcel (consisting of approximately 8.0 acres located at Buckingham Air Field) to be suitable for construction of the Lee County Gun Range; and

WHEREAS, both the Mosquito Control District and County are duly empowered pursuant to Florida Statutes, in particular Section 163.01, to enter into interlocal agreements for the sharing of certain governmental power and obligations.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, the Mosquito Control District and County, intending to be legally bound, hereby agree as follows:

SECTION I: PURPOSE

It is the purpose and intent of this Agreement to define the terms and conditions for use of the certain real property which is described on the attached Exhibit "A".

SECTION II: OBLIGATIONS OF THE MOSQUITO CONTROL DISTRICT

2.1. The Mosquito Control District owns the parcel identified in Exhibit "A". The Mosquito Control District agrees to lease such real property for a term of thirty (30) years to the County for the construction of the Lee County Gun Range, in accordance with the terms of the lease agreement between the Mosquito Control District and the County.

In the event that the Mosquito Control District decides to sell the said parcel (Exhibit "A"), the County will be afforded the first right to negotiate with the Mosquito Control District for its purchase. Any sale of the property described in Exhibit "A" by the Mosquito Control District to a third party will not terminate the County's lease and use rights to the facility for the term noted herein.

2.2. The Mosquito Control District agrees to provide and maintain stormwater drainage structures and conveyances upon which the Lee County Gun Range will rely and which are located outside the boundaries of the lease property on property owned by Mosquito Control District.

2.3. The Mosquito Control District agrees to cooperate with the County in granting such drainage, electric, telephone, cable television, potable water, sanitary sewer, access, or other easements, across property owned by Mosquito Control District, as may be necessary to operate the Lee County Gun Range.

SECTION III: OBLIGATIONS OF THE COUNTY

3.1. The County agrees to construct a new firearms training facility to be known as the Lee County Gun Range. The Mosquito Control District has no responsibility for such construction other than for those matters which are specified in this Agreement.

- 3.2. It is the County's intent that the public be granted access to and use of the firearms training facility, subject to reasonable time, place and manner restrictions as established by a facility policy to be drafted and enforced by the Lee County Sheriff's Department with approval by the Board of County Commissioners.
- 3.3. The County agrees to pay the cost of all utilities necessary to construct and operate the Lee County Gun Range.
- 3.4. The County agrees to prepare and obtain all permits necessary to construct and operate the Lee County Gun Range as may be required by authorities having jurisdiction.
- 3.5. The County agrees to prepare and obtain all easements as necessary to construct and operate the Lee County Gun Range.
- 3.6. The County agrees to construct the facility in a manner to permit the temporary use of the Lee County Gun Range for storage of certain Mosquito Control District Aircraft and/or equipment during emergencies officially declared by the County.
- 3.7. The County agrees to permit the Mosquito Control District to use certain classrooms, together with related support areas, for Mosquito Control District training or other similar uses, where such training and similar uses does not conflict with Lee County Gun Range operations.

SECTION IV: LIABILITY

- 4.1. The Mosquito Control District and County agree to provide such appropriate insurance coverage as needed to protect each other's respective interest if one party is using the other party's property.
- 4.2. Subject to the limitations as set out in Florida Statutes §768.28 and §252.51, the County shall defend, hold harmless and indemnify the Mosquito Control District from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including but not limited to attorney's fees and court costs, brought by third parties arising from the acts or omissions of the County, its agents, employees, contractors or during the County's use of the Mosquito Control District's property.
- 4.3. Subject to the limitations as set out in Florida Statutes §768.28 and §252.51, the Mosquito Control District shall defend, hold harmless and indemnify the County from and

against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including but not limited to attorney's fees and court costs, brought by third parties arising from the acts or omissions of the Mosquito Control District, its agents, employees, contractors or during the Mosquito Control District's use of the Lee County Gun Range or its storing of property at the facility.

4.4. This Agreement contains the entire agreement between the Mosquito Control District and County, any verbal understanding, statements or prior writings of agreements to the contrary notwithstanding.

4.5. No change, amendment or modification to this Agreement shall be effective unless the same is in writing and signed by both parties.

SECTION V: CONTACT PERSON

The Director of the Lee County Mosquito Control District or his/her designee shall be the County's contact person with the Mosquito Control District, and the County Manager or his/her designee shall be the Mosquito Control District's contact person with the County.

SECTION VI: DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

SECTION VII: AMENDMENTS

This Agreement may only be amended in writing duly executed by the Parties.

SECTION VIII: RIGHT TO INSPECT

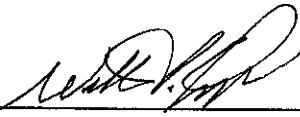
The County, its various Departments and all parties entering into agreements

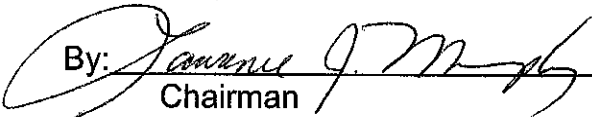
with the County that involve public funds, are subject to audit by the Lee County Clerk of Court. As such, the Mosquito Control District will comply with all reasonable requests made by the Clerk of Court to examine the Mosquito Control District's books and records that are kept relative to this agreement.

IN WITNESS WHEREOF, the Mosquito Control District and County hereto have set their hands and seals on the date and year indicated.

ATTEST:

LEE COUNTY MOSQUITO CONTROL DISTRICT, FLORIDA

By: 

By: 
Chairman

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

Exhibit "A"

Page 1 of 2



METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS • PLANNERS

DESCRIPTION OF A PARCEL
LYING IN
SECTION 15, TOWNSHIP 44 SOUTH, RANGE 26 EAST,
LEE COUNTY, FLORIDA.

LEE COUNTY SHERIFF'S GUN RANGE

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 15, TOWNSHIP 44 SOUTH, RANGE 26 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY MOST CORNER OF LOT 2, BLOCK 7 (ALSO BEING THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF EAST AVENUE AND THE SOUTHERLY RIGHT OF WAY OF CROSS STREET) AS RECORDED IN PLAT BOOK 9, PAGE 61 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE SOUTH 39° 40' 20" EAST ALONG THE WESTERLY RIGHT OF WAY OF SAID EAST AVENUE FOR 313.62 FEET AND THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 39° 40' 20" EAST ALONG SAID RIGHT OF WAY FOR 559.82 FEET TO THE CENTERLINE OF SPRING STREET (VACATED) AS SHOWN IN PLAT BOOK 9, PAGE 61; THENCE CONTINUE ALONG WESTERLY RIGHT OF WAY OF EAST AVENUE SOUTH 00° 25' 10" EAST FOR 511.62 FEET; THENCE SOUTH 50° 19' 40" WEST FOR 76.28 FEET TO AN INTERSECTION WITH THE PROLONGATION OF THE WESTERLY LINE LOT 1, BLOCK 7 AS RECORDED IN PLAT BOOK 9, PAGE 61; THENCE NORTH 39° 40' 20" WEST ALONG SAID PROLONGATION FOR 969.74 FEET; THENCE NORTH 50° 19' 40" EAST FOR 125.47 FEET; THENCE SOUTH 84° 44' 07" EAST FOR 19.46 FEET; THENCE NORTH 50° 19' 40" EAST FOR 260.76 FEET TO THE **POINT OF BEGINNING**.

BEARINGS BASED ON THE RIGHT-OF-WAY OF EAST AVENUE (100 FEET WIDE) AS BEARING SOUTH 39° 40' 20" EAST.

PARCEL CONTAINS 7.35 ACRES, MORE OR LESS.

PARCEL SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

METRON SURVEYING & MAPPING, LLC
FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

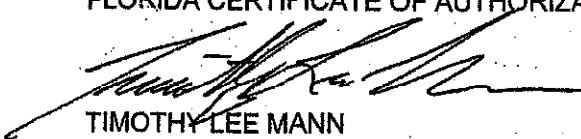
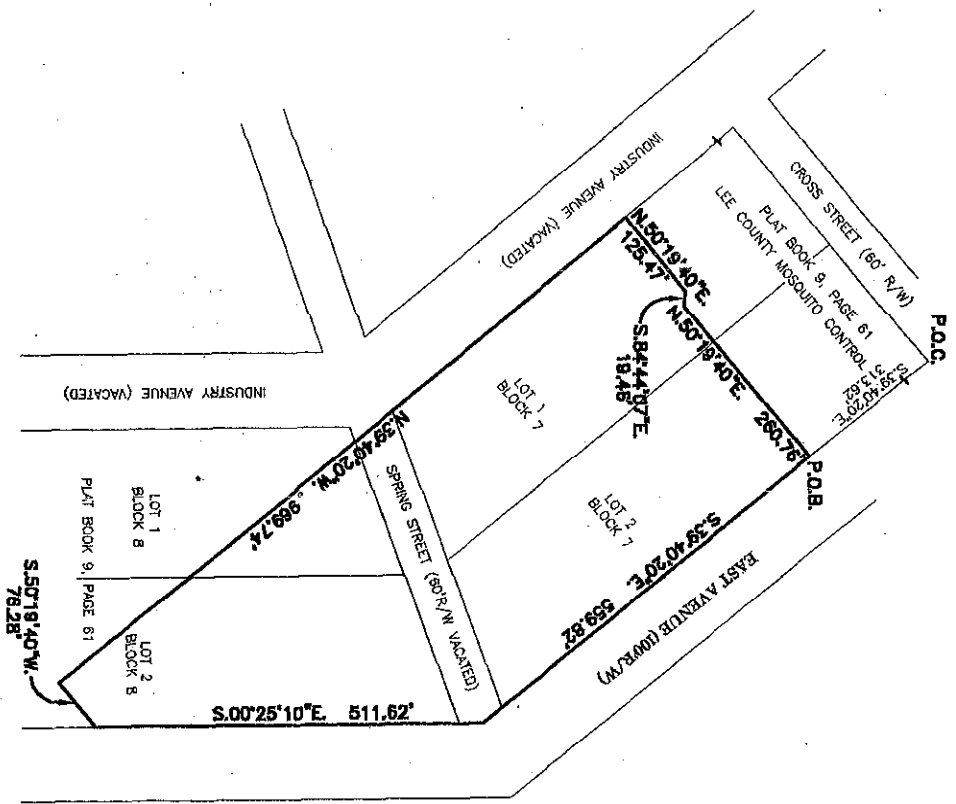

TIMOTHY LEE MANN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5838

Exhibit "A"

Page 2 of 2

SKETCH TO ACCOMPANY DESCRIPTION



- LEGEND:**
- P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - R/W = RIGHT-OF-WAY
 - O.R. = OFFICIAL RECORD BOOK
 - P.G. = PAGE
 - P.B. = PLAT BOOK
 - P.U.E. = PUBLIC UTILITY EASEMENT



*** THIS IS NOT A SURVEY ***

TIMOTHY LEE MAW
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. LS# 5838

DATE SIGNED: Aug 13, 03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BOUNDARY SKETCH

METRON
 SURVEYING & MAPPING, LLC
 LAND SURVEYORS & PLANNERS
 LAB# 7071

2545 RAINSEY WAY, SUITE #2
 FORT MYERS, FLORIDA 33907
 PHONE (239) 278-6075
 FAX (239) 278-6657
 www.metronllc.com

FILE NAME	FIELD BOOK/DATE	PROJECT NO.	SHEET
4181SK.DWG	97/69	4049	2 OF 2
SCALE	DATE	TLM	
1" = 200'	9/11/2003		

**LEASE AGREEMENT BETWEEN LEE COUNTY AND THE LEE COUNTY
MOSQUITO CONTROL DISTRICT OF LAND FOR FIREARMS TRAINING FACILITY**

THIS LEASE AGREEMENT, is entered into this _____ day of _____, 2003, between the Lee County Mosquito Control District, a Florida Special District, hereinafter called the Lessor, and Lee County, a political subdivision of the State of Florida, by and through the Board of County Commissioners for Lee County, hereinafter called the Lessee.

WITNESSETH:

The Lessor, in consideration of the mutual covenants contained herein, hereby Leases to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in LEE COUNTY, FLORIDA, described in Exhibit "A", which is attached hereto and hereby incorporated herein.

I. RENT / RENTAL PAYMENT

The rent for the leased premises shall be paid by the Lessee to the Lessor in the amount of One Dollar (\$1.00) per year for the term of this Lease. The rent will be payable each year in advance of the year of occupancy. Rental payments will be paid to the Lessor at:

The Lee County Mosquito Control District
15191 Homestead Road
Lehigh Acres, Florida 33971

II. MAINTENANCE AND REPAIRS

The Lessee will keep and maintain the leased property and any building(s) or other structure(s), now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and will keep the same free and clear of any and all grass, weeds, brush, and debris of any kind. The Lessee will provide for any required maintenance and repairs, including repairs or replacement of any equipment as may be necessary due to normal usage.

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

III. UTILITIES

1. The Lessee will bear the full cost of any water and/or wastewater service(s) used by the Lessee and will also bear the cost for trash pick-up, use of electricity, telephone services, and any other utility services provided to the leased premises.
2. The Lessor will agree to execute any easements, both on the leased premises and off the leased premises, necessary to provide electricity, telephone services, drainage, and other utility services related to the leased premises.

IV. USE OF PREMISES

1. The premises will be used and occupied by the Lessee for the purpose of constructing and operating a firearms training facility and gun range. Future site developments may include construction of outdoor firearms training facilities and related improvements. Any structures or improvements will be constructed in good and workmanlike manner at Lessee's sole cost and expense.
2. The premises may not be used for the purpose of carrying on any private business, profession, or trade of any kind, or for purposes other than for public use by the Lessee for a firearms training facility and gun range.
3. The Lessee will not make 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 the Ordinances of the County where the premises are located.

V. HANDICAPPED STANDARDS AND ALTERATIONS

1. The premises will be constructed in conformance with the requirements of the Florida Building Code, 2001 Edition, at the Lessee's sole expense.
2. The Lessee may make alterations to the premises during the term of this Lease with the written consent of the Lessor. The Lessor may not unreasonably withhold the consent to requests for alterations.

VI. INJURY OR DAMAGE TO PROPERTY ON PREMISES

1. All property that may be placed or located on the premises during the continuance of this Lease will be at the sole risk of the Lessee, except for any property owned by Lessor and stored at the firearms training facility.

2. The Lessee will pay any insurance premiums as required on the leased premises. The Lessor will not be liable for injury, loss, damages or theft to persons or property or fixtures belonging to the Lessee located on the leased property.

VII. SUITABILITY FOR USE

The Lessee stipulates that it has examined the premises, including the grounds and any buildings and improvements thereon, and that they are, at the time of this Lease in good order, good repair, safe, clean, and useable condition and suitable for the Lessee's intended use. The Lessee is renting the premises in an "AS-IS" condition.

VIII. TERM

The term of this Lease shall extend continuously and uninterrupted from the date of execution by the Lessor for a term of thirty (30) years, with an option to renew the term of the Lease upon expiration for an additional thirty (30) year term.

IX. EXPIRATION OF TERM

At the expiration of the term and unless renewed, the Lessee will peaceably yield the premises in good and tenant able repair. It is understood and agreed between the Parties that the Lessee has the right to remove all personal property from the premises upon its departure.

Lessee at its expense will perform an environmental audit for lead (Phase II Audit), at the expiration of the term.

X. SUBLETTING AND ASSIGNMENT

The Lessee may not assign this Lease, or sublet or grant any concession or license to use the premises or any part of the premises during the term of this Lease, without written approval of Lessor.

XI. RIGHT TO TERMINATE

1. The Lessee shall have the right to terminate this lease upon giving one (1) year written notice to the Lessor by certified mail. The Lessor will not have any right to terminate absent good cause. In the event that the Lessor terminates this lease for good

cause, Lessor's two (2) lease agreements with Lee County OR Book 3428 Page 0493 and OR Book 3364 Page 2965 and attached hereto will automatically become void, unenforceable and of no further effect.

2. If the Lessor terminates the lease prior to the end of the lease term or if Lessor fails to renew the lease for an additional 30-year term, then the Lessor will pay Lee County the market value of the improvements made by Lessee, as of the time of termination or non-renewal of the lease.

The market value of the improvements will be determined by an appraisal conducted by a qualified, state certified MAI or general appraiser, who is mutually acceptable to both parties. The parties will cost share in equal proportion the fee for the appraisal.

The Lessor does not have to pay for the market value of improvements where the termination of the lease is at the election of the Lessee.

3. In the event that the Mosquito Control District decides to sell the said parcel (Exhibit "A"), the County will be afforded the first right to negotiate with the Mosquito Control District for its purchase. Any sale of the property described in Exhibit "A" by the Mosquito Control District to a third party will not terminate the County's lease and use rights to the facility for the term noted herein.

XII. LIABILITY

1. Subject to the limitations as set out in Florida Statutes §768.28 and §252.51, the County shall defend, hold harmless and indemnify the Mosquito Control District from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including but not limited to attorney's fees and court costs, brought by third parties arising from the acts or omissions of the County, its agents, employees, contractors or during the County's use of the Mosquito Control District's property.

2. Subject to the limitations as set out in Florida Statutes §768.28 and §252.51, the Mosquito Control District shall defend, hold harmless and indemnify the County from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including but not limited to attorney's fees and court costs, brought by third parties arising from the acts or omissions of the Mosquito Control District, its agents, employees,

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

contractors or during the Mosquito Control District's use of the Lee County Gun Range or storing of its property at the facility.

3. The Lessee will provide evidence of insurance as per attached Exhibit "B".

4. The Lessor will provide evidence of insurance for any of its equipment stored on the leased premises.

XIII. DANGEROUS MATERIALS

Other than those materials ordinarily necessary for the Lessee's operation of a firearms training facility and gun range, the Lessee may not keep or have on the Leased premises articles of dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire or that might be considered hazardous or extra hazardous by any responsible insurance company.

At the end of the lease term, the County will conduct a Phase II Environmental Site Assessment for lead and hazardous waste. The County will not be responsible for any unknown conditions existing prior to commencement of the lease. The County will be responsible for the clean up of any conditions it caused by the operation of the firearm training facility.

XIV. HOLDOVER BY LESSEE

If the Lessee remains in possession of the premises with the consent of the Lessor after the natural expiration of this Lease, a new tenancy from month to month will be created between the Lessor and the Lessee. The new tenancy will be subject to all terms and conditions of this Lease Agreement but will be terminable on thirty (30) days written notice served by either the Lessor or the Lessee on the other party.

XV. NOTICES AND INVOICES

All notices required to be served upon the Lessee will be served by Registered or Certified Mail, Return Receipt Requested at the Lee County Division of County Lands, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901, and all notices required to be served upon the Lessor will be served by Registered or Certified Mail, Return Receipt

Requested, at the address of the Lessor at the Lee County Mosquito Control District, 15191 Homestead Road, Lehigh Acres, Florida 33971.

XVI. DEFINITION OF TERMS

- (a) The terms "Lease", "Lease Agreement", or "Agreement" will be inclusive of each other and also includes renewals, extensions of modifications of this Lease.
- (b) The terms "Lessor" and "Lessee" includes the heirs, or successors in interest to the Parties hereto.
- ©) The singular will include the plural and the plural will include the singular whenever the context so requires or permits.

XVII. QUIET ENJOYMENT

The Lessor covenants that upon performing the covenants contained in this Lease Agreement, the Lessee may peacefully and quietly have, hold, and enjoy the premises for the agreed term.

XVIII. WRITTEN AGREEMENT

This Lease contains the entire Agreement between the Parties hereto. It may be modified only with the Agreement to such modification by the Lessor, and by Resolution approved by the Board of County Commissioners.

This Lease Agreement shall be interpreted pursuant to the laws and administrative rules of the State of Florida, and the United States, when applicable.

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

ATTEST: CHARLIE GREEN
CLERK OF COURTS

Lessee:
LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS


By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

Lessor:
Lee County Mosquito Control District



Witness



Witness


By: 

Exhibit "A"

Page 1 of 2



METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS • PLANNERS

DESCRIPTION OF A PARCEL
LYING IN
SECTION 15, TOWNSHIP 44 SOUTH, RANGE 26 EAST,
LEE COUNTY, FLORIDA

LEE COUNTY SHERIFF'S GUN RANGE

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 15, TOWNSHIP 44 SOUTH, RANGE 26 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

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BEARINGS BASED ON THE RIGHT-OF-WAY OF EAST AVENUE (100 FEET WIDE) AS BEARING SOUTH 39° 40' 20" EAST.

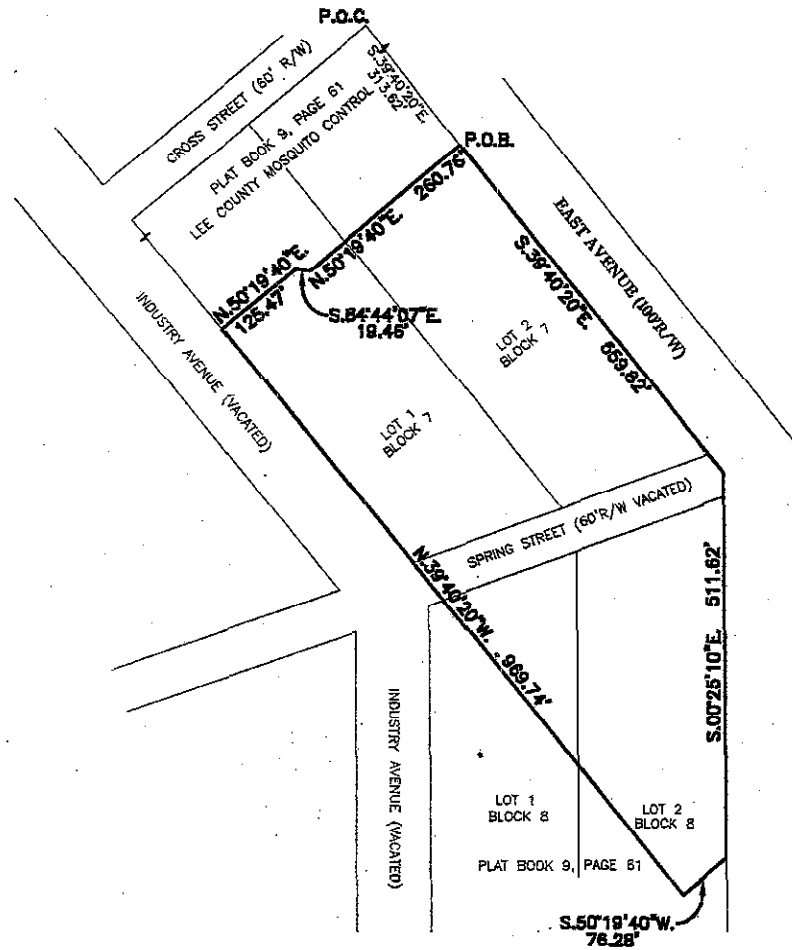
PARCEL CONTAINS 7.35 ACRES, MORE OR LESS.

PARCEL SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

METRON SURVEYING & MAPPING, LLC
FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071


TIMOTHY LEE MANN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5838

SKETCH TO ACCOMPANY DESCRIPTION



LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- O.R. = OFFICIAL RECORD BOOK
- PG. = PAGE
- P.B. = PLAT BOOK
- P.U.E. = PUBLIC UTILITY EASEMENT



*** THIS IS NOT A SURVEY ***

TIMOTHY LEE MANN
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. LS# 5838

DATE SIGNED: Aug 13, 03

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

TITLE: BOUNDARY SKETCH			
		METRON SURVEYING & MAPPING, LLC LAND SURVEYORS PLANNERS LB# 7071	
3245 RAMSEY WAY, SUITE #2 FORT MYERS, FLORIDA 33907 PHONE: (239) 276-8575 FAX: (239) 276-8457 www.metronfl.com			
FILE NAME: 4161SK.DWG	FIELD BOOK/PAGE: 97/69	PROJECT NO.:	4048
SHEET: 2 OF 2			
SKETCH DATE: 08-11-2003	DRAWN BY: JSM	SCALE: 1" = 200'	CHECKED BY: TLM
		(S-T-10)	15-44-26

Exhibit "A"
 Page 2 of 2

**FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN
LEE COUNTY AND THE MOSQUITO CONTROL DISTRICT
FOR GASPARILLA ISLAND HELIPAD**

THIS AMENDED LEASE AGREEMENT, is entered into this _____ day of _____, 2003, between Lee County, a political subdivision of the State of Florida, by and through the Board of County Commissioners for Lee County, hereinafter called the Lessor, and the Lee County Mosquito Control District, a Florida Special District, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, the parties previously entered into a Lease Agreement for the lease of County lands, i.e. 2.10 acres, on Gasparilla Island by the Mosquito Control District ("MCD") on May 8, 2001, recorded in O.R. Book 3428, Page 0493, Public Records of Lee County; and

WHEREAS, the parties now desire to amend the Lease Agreement to extend the lease term in consideration for the lease of land owned by MCD for a county firearms training facility.

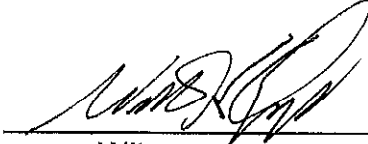
NOW, THEREFORE, in consideration of the foregoing, and of mutual covenants and conditions hereinafter set forth, the County and the Mosquito Control District, intending to be legally bound, hereby agree to this First Amendment, as follows:

1. The recitals as set forth above are incorporated into the terms of the original agreement.
2. **SECTION IX: TERM** is amended as follows: The term of the lease will extend from the date of execution by the Lessor for thirty (30) years, with an option to renew for an additional thirty (30) year term. This lease shall run concurrently with the County's lease of land from the Mosquito Control District for a firearms training facility.
3. All other terms of the Lease Agreement remain the same.
4. This Amended Lease Agreement shall become effective on the date written above. This Agreement, and any subsequent Amendments thereto, shall be filed with the

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

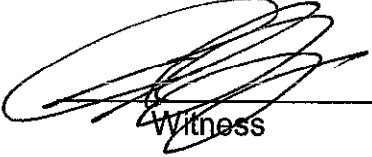
Clerk of the Circuit Court for Lee County.

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



Witness

Lessee:
Lee County Mosquito Control District



Witness

By: 

Board of Commissioners

ATTEST: CHARLIE GREEN
CLERK OF COURTS

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

**FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN
LEE COUNTY AND THE MOSQUITO CONTROL DISTRICT
FOR SANIBEL ISLAND HELIPAD**

THIS AMENDED LEASE AGREEMENT, is entered into this _____ day of _____, 2003, between Lee County, a political subdivision of the State of Florida, by and through the Board of County Commissioners for Lee County, hereinafter called the Lessor, and the Lee County Mosquito Control District, a Florida Special District, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, the parties previously entered into a Lease Agreement for the lease of County lands, i.e. 4.10 acres, on Sanibel Island by the Mosquito Control District ("MCD") on September 27, 2000, recorded in O.R. Book 3364, Page 2965, Public Records of Lee County, Florida; and

WHEREAS, the parties now desire to amend the Lease Agreement to extend the lease term in consideration for the lease of land owned by MCD for a county firearms training facility.

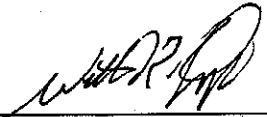
NOW, THEREFORE, in consideration of the foregoing, and of mutual covenants and conditions hereinafter set forth, the County and the Mosquito Control District, intending to be legally bound, hereby agree to this First Amendment, as follows:

1. The recitals as set forth above are incorporated into the terms of the original agreement.
2. **SECTION IX: TERM** is amended as follows: The term of the lease will extend from the date of execution by the Lessor for thirty (30) years, with an option to renew for an additional thirty (30) year term. This lease shall run concurrently with the County's lease of land from the Mosquito Control District for a firearms training facility.
3. All other terms of the Lease Agreement remain the same.
4. This Amended Lease Agreement shall become effective on the date written above. This Agreement, and any subsequent Amendments thereto, shall be filed with the

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

Clerk of the Circuit Court for Lee County.

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



Witness

Lessee:
Lee County Mosquito Control District



Witness

By: 

Board of Commissioners

ATTEST: CHARLIE GREEN
CLERK OF COURTS

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.