

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

Blue Sheet No. 20040691

1. REQUESTED MOTION:

ACTION REQUESTED: Approve lease with Boca Grande Fire Control District for 963 square feet of space in their newly built fire station to be utilized by the Sheriff's Department as their Boca Grande substation. Lease will be for 5 years with the option to renew one additional 5 year period upon the same terms and conditions. Lease cost for the first year will be \$15.00 per square foot or \$14,445 per year (Sheriff Support Budget). There could be additional operating costs (CAM) billed at the end of the second year of the lease that could not be determined at this time. If that is the case the Lessee will be billed their proportionate share of the actual costs. Lease will increase after the first year by the Consumer Price Index. Lease can be terminated by giving landlord six months advance written notice.

WHY ACTION IS NECESSARY: Board must approve all lease agreements.

WHAT ACTION ACCOMPLISHES: Allows the Sheriff's department to continue to operate their substation at Boca Grande as they must vacate the facility that they currently occupy.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 1

C2A

3. MEETING DATE:

06-15-2004

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

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

6. REQUESTOR OF INFORMATION:

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

7. BACKGROUND:

The Lee County Sheriff's Department has occupied space in the Boca Grande Health Clinic building since 1990. Approximately 2 years ago, Facilities Management was contacted by the Boca Grande Health Clinic stating that they would need for county personnel to vacate their building as soon as they could find appropriate space to relocate them. At that time Facilities began working with the Boca Grande Fire Control District for the Sheriff to be able to occupy a portion of their new building when they completed construction. The Fire Control District notified Facilities Management that they had allotted 963 square feet of space in their new building for the Sheriff's Department and a lease was negotiated.

FUNDING WILL BE AVAILABLE IN THE FOLLOWING ACCOUNT STRING

CG5211600100.504410

Constitutional Officers/Sheriff/Support to Sheriff/General Fund/Building Rental

Attachments: Two original copies of the 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 Services				G County Manager
					OA	OM	Risk	GC	
<i>Handley</i> <i>6-1-04</i>	N/A			<i>[Signature]</i> <i>6-2-04</i>	<i>GA</i> <i>6/3/04</i>	<i>[Signature]</i> <i>4/3/04</i>	<i>OR</i> <i>6/2/04</i>	<i>[Signature]</i> <i>6/3/04</i>	<i>[Signature]</i> <i>6-1-04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *6/2/04*
Time: *1:25 pm*
Forwarded To:
[Signature]
6/2/04

RECEIVED BY
COUNTY ADMIN *[Signature]*
6-2-04
4 pm
COUNTY ADMIN
FORWARDED TO: *[Signature]*
6-3-04
3 pm

LEASE AGREEMENT BETWEEN BOCA GRANDE FIRE CONTROL DISTRICT AND LEE COUNTY FOR EAST RAILROAD, BOCA GRANDE FOR SHERIFF

THIS LEASE AGREEMENT (the "Lease") entered into this 20th day of MAY, 2004, between Boca Grande Fire Control District ("FIRE CONTROL DISTRICT"), a political subdivision of the State of Florida, hereinafter called the Lessor, and Lee County, acting by and through the Board of County Commissioners for Lee County, a political subdivision and Charter County of the State of Florida, 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 a portion of the property located at 360 East Railroad, Boca Grande, Florida 33921, which shall constitute an aggregate area of approximately 963 square feet, more or less (the "Premises"). The Lessor shall also provide parking spaces for the non-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 ~~June~~, 2004 to and including the ~~31st~~ day of ~~May~~, 2009.

II. RENT

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 One Thousand Two Hundred Three and 75/100 Dollars (\$1,203.75) per month for the rental period described in Article I of this Lease ("Base Rent"). On the first anniversary of this Lease and on each anniversary date thereafter, the Base Rent shall increase by the percentage increase in the Consumer Price Index, U.S. City Average, All Items, All Urban Consumers, published by the United States Bureau of Labor Statistics ("CPI"), for the one year period ending two months prior to the anniversary date. Lessee shall also pay additional rent ("Additional Rent") as set forth in other provisions of this Lease. The rent for any fractional part of the first month shall be prorated. Rent shall be paid to the Lessor on the first day of each month of occupancy by the Lessee, without demand or notice by Lessor, during the term of the Lease. The rent shall be paid to the Lessor at: P. O. Box 532, Boca Grande, Florida 33921. Interest shall accrue on any unpaid rental amounts (including any Base Rent or Additional Rent due hereunder) at the rate of twelve (12%) percent per annum for any rent which is more than 30 days past due.

III. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1. The Lessor agrees to furnish to the Lessee heating and air conditioning ("HVAC") equipment, for the Premises and maintain same in satisfactory operating condition at all times during the term of the Lease at the sole expense of the Lessor.

2. The Lessee agrees to furnish janitorial services and all necessary janitorial supplies for the Premises during the term of the Lease and to keep the premises in a neat, clean and orderly manner.

IV. LIGHT FIXTURES

The Lessor agrees to install light fixtures in the Premises in accordance with Lee County Code.

The Lessee shall be responsible for replacement of all bulbs, lamps, tubes and starters within the Premises.

V. MAINTENANCE AND REPAIRS

The Lessor shall provide for interior maintenance and repairs, and replacement of plumbing, electrical and HVAC systems as may be necessary due to normal usage. Lessee shall be responsible for the cost of any repairs to the electrical, plumbing or HVAC systems caused by the acts or omissions of Lessee or its employees, officers, agents or contractors. The Lessee shall during the term of this Lease, keep the interior of the Premises in as good a state of repair as existed at the time of the commencement of this Lease; reasonable wear and tear and unavoidable casualties which are not caused by the acts or omissions Lessee, its employees, officers, contractors or agents, excepted. Lessee shall also be responsible for maintaining the interior of the Premises in full compliance with all laws, rules, regulations and codes during the term of the Lease.

The Lessor shall maintain and keep in repair the exterior of the building housing the Premises (the "Building") during the term of this Lease and shall be responsible for the replacement of all broken or damaged windows on the exterior of the Building. The foregoing notwithstanding, Lessee shall be responsible for the cost of window breakage or damage caused to the interior or exterior of the building by the Lessee, its employees, officers, contractors or agents.

VI. UTILITIES

Unless otherwise indicated, the Lessee will pay its proportionate share ("Proportionate Share") of the full cost of water service, sewer service, electricity and garbage pick-up for the Building. For purposes of this Lease, Lessee's Proportionate Share shall be eight percent (8%). Costs for the foregoing services shall be billed by Lessor to Lessee monthly and shall be due and payable as Additional Rent within thirty (30) days following the posting of the bill. Lessee shall be directly responsible for the cost of all telephone service and data lines necessary for Lessee's utilization of the Premises.

VII. HANDICAPPED STANDARDS AND ALTERATIONS

1. The Lessor agrees that, to the best of its knowledge, the 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 the Americans with Disabilities Act of 1991, as they exist on the commencement date of the Lease. If any changes arise in the requirements of Sections 255.21 and 255.211, Florida Statutes or the Americans with Disabilities Act of 1991, which necessitate changes to the Building or the Premises, Lessee shall pay its proportionate share of the costs of such changes as Additional Rent within ten (10) days after written notice from Lessor.

2. The Lessee shall have no right to make alterations in and to the Premises during the term of this Lease unless Lessee shall first have obtained the written consent of the Lessor in each instance, which consent may be withheld in Lessor's sole discretion. In connection with any alteration proposed by Lessee, Lessee shall submit complete plans for the alterations to Lessor for Lessor's approval. If Lessor consents to any alterations by Lessee, such alterations shall be installed at Lessee's sole cost and expense and completed lien free, in a good and workmanlike manner, through contractors approved by Lessor. As a condition of allowing any alteration of the Premises, Lessor may require that Lessee remove the alteration at the end of the Lease term and restore the Premises to their original condition.

VIII. INJURY OR DAMAGE TO PROPERTY ON PREMISES

Lessee's property of any kind that may be placed on the Premises during the term of this Lease shall be at the sole risk of the Lessee. 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. Lessee is responsible for insuring for any furnishings, fixtures, equipment, personal property, or leasehold improvements placed upon the Premises by Lessee.

IX. FIRE AND OTHER HAZARDS

1. In the event that the Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty so that the Premises are totally unusable by Lessee, Lessor at its option may forthwith repair the damage to the Premises at its own cost and expense or Lessor shall have the right to terminate this Lease by written notice to Lessee within sixty (60) days following the date of the casualty. In the event that the Lessor elects not to terminate the Premises following any total destruction of the Premises, Base Rent shall abate until the completion of Lessor's repairs and Lessor, within thirty (30) days following the casualty, shall refund the pro rata part of any Base Rent paid in advance by the Lessee prior to such destruction. In the event the Premises are only partially destroyed so that a portion thereof is usable by the Lessee, then the Base Rent 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 soon thereafter as is practicable. Upon the completion of repairs to be made by Lessor, the Base Rent shall recommence and the Lease shall continue for the balance of the Lease term. In connection with any casualty loss, Lessee shall be fully responsible for reconstructing any leasehold improvements, furnishings, fixtures or equipment placed upon the Premises by Lessee.

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 protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the Premises shall be available for inspection by the State Fire Marshall, prior to occupancy by the Lessee, and at any reasonable times thereafter.

3. Lessor certifies, to the best of Lessor's knowledge, that no asbestos was used in the construction of the 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

Lessor warrants, to the best of Lessor's knowledge, that the Premises are in compliance with all statutes and laws, either federal, state, or local, applicable to the Premises as of the date of this Lease.

XI. EXPIRATION OF TERM

At the expiration of the Term, Lessee will peaceably yield up the 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 Lessee, provided Lessee shall restore the Premises to as good a state of repair as they were in upon the commencement of this Lease. If Lessee shall occupy the Premises without the written consent of Lessor after the expiration of this Lease or any extension thereof, Lessee shall be considered a tenant at sufferance subject to immediate eviction and Lessee shall pay to Lessor twice the monthly rental amount as specified in this Lease for any month or any portion of a month during which Lessee continues to retain possession of the Premises.

XII. SUBLETTING AND ASSIGNMENT

Lessee shall not assign or sublet the Premises without, in each instance, obtaining the written consent of Lessor, which consent may be withheld in Lessor's sole discretion. In the event Lessor agrees to permit an assignment or subletting, Lessee shall not be released from liability under this Lease.

XIII. WAIVER OF DEFAULTS

The waiver by Lessor of any breach of this Lease by 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

Lessor, at reasonable times, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making repairs or performing other duties as required under the terms of this Lease. In the event of an emergency threatening life or property, Lessor shall have the right to enter the Premises at any time. Lessor's entry upon the Premises for the foregoing purposes shall not be considered a trespass or a disturbance of Lessee's quiet enjoyment.

XV. BREACH OF COVENANT

These presents are made upon the condition that, except as provided in this Lease, if Lessee defaults in the payment of rent or any part thereof, or if Lessee defaults in the performance of or compliance with any other term or condition hereof, the Lease at the option of the Lessors, shall terminate after fourteen (14) days notice given to Lessee and failure to cure. The Lessors may re-enter the premises and retake possession and recover damages. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the Lease shall not result if within fourteen (14) days of receipt of such notice, Lessee has corrected the default or breach or as taken action reasonably likely to effect such correction within a reasonable time.

In addition to any other remedies provided by law or equity, Lessor shall have the following remedies in the event of Lessee's default:

(a) Lessor may, terminate this Lease, reenter the Premises and dispossess Lessee or its legal representatives, successors or assigns, and remove the personal property of the Lessee, at Lessee's expense, and hold the Premises as if this Lease had not been made. In connection therewith, Lessor shall have the right to collect from Lessee all amounts due and owing to Lessor and all expenses of Lessor in retaking, repairing, modifying, advertising and releasing the Premises; or

(b) Lessor may, at its option, elect to declare the entire Base Rent and Additional Rent for the balance of the term hereunder, or any part thereof, due and payable forthwith in full and collect from Lessee all of said rental, together with all costs of retaking, re-letting and repairing the Premises; or

(c) Lessor may take possession of the Premises and sublease the same for the benefit of Lessee and collect from Lessee, periodically during the term of the Lease or upon the expiration of the Lease, all expenses of Lessor in retaking, repairing, modifying, advertising and releasing the Premises, together with any shortfall in the amounts due and owing to Lessor pursuant to this Lease. In the event that Lessor shall re-lease the Premises for the benefit of Lessee, Lessor shall apply any rents received from any sublease in the following order: (i) the costs, including court costs and reasonable attorney's fees, of expelling Lessee from the Premises; (ii) the costs of advertising the Premises for rent; (iii) the costs of any repairs or modifications necessary to place a sublessee within the Premises; (iv) the repair of any damage to

Premises caused by Lessee; and (v) the payment of the Base Rent and Additional Rent due under this Lease.

XVI. ACKNOWLEDGMENT OF ASSIGNMENT

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. SUBORDINATION

This Lease shall at all times be subject and subordinate to any mortgage (which term shall include any financing statement) which now encumbers the Premises or which may hereafter be made on account of any bona fide loan placed on the Premises or the Building housing the Premises by the Lessor. Said subordination shall be to the full extent of all debts and charges secured thereby and shall extend to any renewals and extensions of all or any part thereof. Lessor shall have the right, at any time, to subject the Premises to the encumbrance of mortgage indebtedness and the Lessee agrees, upon request, to execute any paper or papers which Lessor or Lessor's mortgagee may deem necessary in connection with the obtaining and closing of any mortgage indebtedness which Lessor desires to place upon the Premises or the Building.

XVIII. TAXES, INSURANCE, AND COMMISSIONS

1. Lessor will pay all real estate taxes, if any and all perils casualty insurance premiums on the Building. Lessee shall be responsible for carrying casualty insurance on its leasehold improvements, furnishings, equipment, personal property and fixtures within the Premises. Lessor shall not be liable for damages or theft to leasehold improvements, furnishings, equipment, personal property and fixtures belonging to the Lessee which are located within the Premises

2. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Lessee shall indemnify, defend and hold harmless the Lessor against any actions, claims or damages arising out of the Lessee's negligence in connection with this Agreement and the Lessor shall indemnify, defend and hold harmless the Lessee against any actions, claims, or damages arising out of Lessor's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

3. Lessor and Lessee hereby warrant, each to the other, that they have not utilized a real estate broker in connection with the negotiation of this Lease. In the event that any claim is made for a real estate commission in connection with this Lease, the party who allegedly utilized the services of the real estate broker shall indemnify, defend and hold the nonoffending party harmless from and against any and all loss

occasioned by the claim for commission. The foregoing indemnity shall be subject to the limitations as set forth in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

4. Lessee shall purchase and maintain public liability insurance in the amount of \$1,000,000.00 per occurrence for bodily injury and property damage. Coverage shall include coverage for contractual liability relating to this Lease. Such insurance shall be obtained through insurers approved by lessor.

The Lee County Sheriff is self funded and shall maintain public liability insurance in the amount of \$1,000,000 per occurrence. Coverage shall include contractual liability relating to this Lease.

XIX. 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.

XX. USE OF PREMISES

The Premises shall be used solely for a Lee County Sheriff's Department Substation and for no other use or uses and no other purpose or purposes. Lessee will not make or suffer any unlawful, improper or offensive use of the Premises or make any use or occupancy thereof contrary to the laws of the State of Florida, or to ordinances of Lee County, now or hereinafter made, as may be applicable to the Lessee. Under no circumstances shall the premises be utilized for processing or holding prisoners or persons in custody.

XXI. RENEWAL

Lessee is hereby granted the option to renew this Lease for one (1) five (5) year renewal period upon the same terms and conditions as set forth in this Lease. The Base Rent for the first year of the renewal term shall be the Base Rent for the preceding lease year increased by the CPI. Thereafter, Base Rent shall be increased for each successive Lease Year by the percentage increase in the CPI. If Lessee desires to renew this lease under the provisions of this Article, Lessee shall give Lessor written notice thereof at least six (6) months prior to the expiration of the term provided in Article I of this Lease.

XXII. RIGHT TO TERMINATE

Lessor or Lessee shall have the right to terminate this Lease upon giving six (6) months advance written notice to the other party by certified mail, return receipt requested.

XXIII. NOTICE AND INVOICES

All notices required to be served upon the Lessor shall be served by registered or certified U.S. mail, return receipt requested, at P. O. Box 532, Boca Grande, Florida 33921 and all notices required to be served upon the Lessee shall be served by registered or certified U.S. mail, return receipt requested, at P. O. Box 398, Fort Myers, Florida 33902-0398, Attention: Facilities Management. Invoices for Base Rent and Additional Rent shall be submitted monthly to the Lee County Finance Department, P.O. Box 2238, Fort Myers, Florida 33902.

XXIV. CONTRACTS

For purposes of this agreement, Lessee's representative shall be Lee County Facilities Management and the Lessor's representation shall be the Chairman of Boca Grande Fire Control District.

XXV. ADDITIONAL RENT FOR INCREASED COSTS OF OPERATION

Lessor and Lessee acknowledge that costs of operation of the Building and the Premises may increase over time. The parties agree that the first full year of this Lease shall be considered the base year for determining the base line for increased costs of operations of the Building ("Base Year"). Within one hundred twenty (120) days following the end of the second lease year and each lease year thereafter, if Lessor's operating costs for the Building are greater than the Base Year, Lessor shall submit to Lessee an itemized statement showing the increase. Lessee shall pay is Proportionate Share of any operating costs in excess of the Base Year as Additional Rent within thirty (30) days following submittal of an invoice by Lessor. The costs of the operation of the Building to be considered when determining increases in operating costs shall include, without limitation: (i) insurance costs; (ii) taxes and assessments, if any; (iii) costs of maintaining, operating, repairing the lighting, plumbing, electrical and HVAC systems serving the Building; (iv) interior and exterior maintenance and repair of the Building surfaces, including painting and window cleaning as necessary; (v) maintenance and replacement of landscaping; (vi) maintenance, resealing and re-stripping of parking and paved areas; (vii) pest extermination; (viii) fire protection; and (ix) utility special assessments or standby charges, if any.

XXVI. SIGNS

Lessee will not place or maintain on any exterior door, wall or window of the Premises, or the Building housing the Premises, any sign, awning or canopy, or advertising matter of any kind or nature without the prior review and approval by Lessor. Such approval will not be unreasonably withheld.

XXVII. CONDEMNATION

If the whole or any part of the Premises or the Building housing the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or in the event Lessor shall convey or otherwise alienate the Premises or the

Building housing the Premises to a public or quasi-public body in anticipation of condemnation or eminent domain, then, and in that event, the term of this Lease shall cease and terminate upon the date that title vests in the public or quasi-public body and Lessee shall have no claim against Lessor or the condemning authority for the value of any unexpired term of said Lease or for the value of any improvements made to the Premises at the expense of Lessee.

XXVIII. HAZARDOUS WASTE INDEMNIFICATION

Lessee agrees that it will not, in its use of the Premises, store or release or allow to be disposed of or released any gasoline, oil or petroleum derivatives, paint products, toxic substance, hazardous substance, solid waste, wastes, or contaminant on the Premises (the terms "hazardous substance" and "release" shall have the meanings specified in the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended from time to time, also known as "Superfund", the terms "solid waste" and "disposal", "dispose" or "disposed" shall have the meanings specified in the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended from time to time, and the terms "wastes" and "contaminant" shall have the meanings specified in the State of Florida's 1974 Resource Recovery and Management Act ("RRMA"), as amended from time to time, except that if such acts are amended or other rules, regulations or statutes are enacted to broaden the meanings thereof, the broader meaning shall apply herein).

Lessee shall defend, indemnify and hold Lessor harmless of and from any and all losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines or expenses, including reasonable attorneys' fees and legal assistants' fees, arising out of any claim asserted by any person, entity, agency, organization or body against Lessor, as a result of Lessee's breach of the foregoing covenant, or asserted by any person, entity, agency, organization or body against Lessor, in connection with liability associated with cleaning up, removing, disposal of or otherwise eliminating any oil or petroleum derivatives, toxic substance, hazardous substance, solid waste, wastes, or contaminant, from the Premises caused by Lessee.

XXIX. RADON DISCLOSURE

Lessee acknowledges the following Radon Gas disclosure set forth in Florida Statute 404.056(8):

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

XXX. DEFINITIONS OF TERMS

(a) The term "Lease" shall include any renewal, extension, or modification of this Lease.

(b) The terms "Lessor" and "Lessee" shall include the heirs, successors and permitted 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.

XXXI. SEVERABILITY

The invalidity or unenforceability of any provisions of this Lease Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

XXXII. WRITTEN AGREEMENT

This Lease contains the entire agreement between the parties hereto and it may be modified only by a writing, with the approval of the Board of County Commissioners and the agreement to such modification by the Lessor.

XXXIII. RECORDING

This Lease may not be recorded within the Official Record Books of any county within the State of Florida excepting the Minutes of any county public meeting.

XXXIV. SALE OR TRANSFER OF SUBJECT PROPERTY

Lessee acknowledges that in the event the Premises shall be sold by Lessor, Lessee shall look solely to Lessor's successor in interest for all performance required of Lessor under this Lease following the date of such sale.

XXXV. HEADINGS

Headings or paragraphs within this Lease are for convenience only and shall not be given any meaning or be considered a modification of the substantive content of any paragraph.

XXXVI. RELATIONSHIP BETWEEN THE PARTIES

Lessor and Lessee agree that this Lease does not constitute nor shall it be construed to create a partnership, joint venture or any other business relationship between the parties, it being the intent of the parties that the relationship shall be only that of lessor and lessee.

XXXVII. OWNERSHIP

Lessor covenants and warrants that they are the owner(s) of the property that is the subject of this Lease, and as such are lawfully seized and possessed of the said described real property, have a good and lawful right, power and sufficient interest to convey a leasehold in same, and that the described real property is free from any other leases or encumbrances that would otherwise interfere with the direct relationship between Lessor and Lessee herein.

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

Signed, sealed and delivered in the presence of:

BOCA GRANDE FIRE CONTROL DISTRICT, a political subdivision of the State of Florida

Deanna M. Martin
Witness Signature

By: Harold Bowe
HAROLD BOWE, Chairman

Deanna M. Martin
Printed/Typed Witness Name

LESSOR

Wendy Upton
Witness Signature

WENDY UPTON
Printed/Typed Witness Name

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 20th day of MAY, 2004, by Harold Bowe, as Chairman of Boca Grande Fire Control District, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Marlies A. Marcel
Notary Public



Marlies A. Marcel
Commission # CC 962357
Expires Sep. 30, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

MARLIES A. MARCEL
Print/Type Name of Notary

Commission No. CC962357

ATTEST:

CHARLIE GREEN, Clerk

CHAIRMAN, LEE COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: DEPUTY CLERK

APPROVED AS TO LEGAL FORM BY
COUNTY ATTORNEY'S OFFICE

(Lease Sheriff/Boca Grande)