

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

Blue Sheet No. 20040821

1. REQUESTED MOTION:

ACTION REQUESTED: Approve change of ownership of lease and First Amendment to Lease for 3040 Fowler Street, Ft. Myers, Florida from C.S.L. & G. Development, Ltd. to 3040 Fowler, LLC , c/o Flordeco, P.O. Box 6966, Ft. Myers, Florida 33911-6966. This lease is in effect until April 30, 2009.

WHY ACTION IS NECESSARY: Board must approve all leases and changes in ownership of those leases.

WHAT ACTION ACCOMPLISHES: Enables rental checks and all notices to be sent to the new owner.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 2

C2H

3. MEETING DATE:

06-29-2004

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:

Facilities Management entered into a lease with C.S.L. & G. Development for the facility located at 3040 Fowler Street in Ft. Myers on May 1, 2004. Prior to that, Lee County had occupied this facility since April of 1999. C.S.L. & G Development notified Facilities Management on June 14, 2004 that they had recently sold the property to 3040 Fowler, LLC and that the owner needed to be changed in the lease agreement and First Amendment to the Lease so that all notices and rental checks could be sent to the proper organization.

NO FUNDING REQUIRED FOR THIS ACTION

Attachments: Letter from C.S.L. & G Development
Letter from 3040 Fowler, LLC
Copy of Lease dated February 17, 2004
Copy of First Amendment to Lease dated May 4, 2004

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>[Signature]</i> 6.15.04				<i>[Signature]</i> 6/17/04	<i>[Signature]</i> 6/17/04	<i>[Signature]</i> 6/17/04	<i>[Signature]</i> 6/17/04	<i>[Signature]</i> 6-15-04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *6/17/04*
Time: *10:30 am*
Forwarded To:
[Signature]
6/17/04

RECEIVED BY
COUNTY ADMIN: *[Signature]*
6/17/04
2:46 pm 6/17
COUNTY ADMIN
FORWARDED TO: *[Signature]*
6-17-04
[Signature]



June 14, 2004

Mrs. Jane Elwell
Division of Facilities Management
Lee County
P.O. Box 398
Fort Myers, Florida 33902-0398

FlordecO, Inc.

FlordecO Realty, Inc.

FlordecO, LTD

Dear Jane:

Per our telephone conversation today, C.S.L. & G. Development, Ltd., owner of that certain building, leased by Lee County at 3040 Fowler Street, was recently sold to 3040 Fowler, LLC. Please have future checks made payable to 3040 Fowler, LLC.

Thank you.

Cordially,

Allan E. Fox
President
Agent for C.S.L. & G. Development, Ltd.

AEF:mjs

PO Box 6966

Fort Myers, Florida

33911-6966

TEL (239) 936-8888

FAX (239) 936-8820

E-MAIL info@FLORDECO.com

June 14, 2004

Mrs. Jane Elwell
Division of Facilities Management
Lee County
P.O. Box 398
Fort Myers, Florida 33902-0398

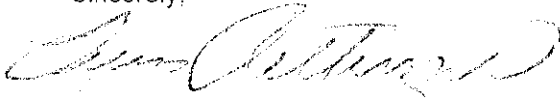
Dear Mrs. Elwell:

I recently purchased a building located at 3040 Fowler Street, from C.S.L. & G. Development, Ltd., of which Lee County is the Lessee.

Please have future rent checks made payable to 3040 Fowler, LLC and forward them to Flordeco, P.O. Box 6966, Fort Myers, FL 33911-6966, to the attention of Erica Trojan.

Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lucius Pettingill".

Lucius Pettingill, Manager
3040 Fowler, LLC

LP:mjs

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

THIS LEASE AGREEMENT, entered into this 17th, day of February, 2004, between CSL & G Development, 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 follows:

3040 Fowler Street
Ft. Myers, Florida 33901

which shall constitute an aggregate area of 25,022 square feet of net rentable office 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 \$4.14 *(see **Miscellaneous Obligations**) per square foot per year. The Lessor shall also provide approximately 150 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 ~~April~~, 2004 to and including the 31st day of ~~March~~, 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 eight thousand six hundred and twenty-six dollars and thirty-eight cents (\$8,626.38) *(see **Miscellaneous Obligations**) 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. Rent shall be paid to the Lessor on the first day of each month of occupancy by the Lessee, for the term of the lease. The rent shall be paid to the Lessor at: P.O. Box 6966, Ft. Myers, FL 33011-6966, Attention: Flordeco, Inc.

III. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment. The Lessee shall maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease up to an amount of \$2,000 per occurrence for any repairs. The Lessor will incur any expenses to the air conditioning system over \$2,000 per occurrence.

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

IV. LIGHT FIXTURES

The Lessor has installed in the stated premises, suitable light fixtures for the use of the Lessee.

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

V. MAINTENANCE AND REPAIRS

The Lessee 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 stated premises in as good a state of repair it is at the time of the commencement of this lease; reasonable wear and tear and unavoidable casualties excepted.

The Lessor shall maintain and keep in repair the exterior of the stated premises during the term of this Lease and shall be responsible for the replacement of all windows broken or damaged in the stated premises, except such breakage or damage caused to the exterior of the stated premises by the Lessee, its officers, or agents. Lessor agrees to maintain the roof of the stated premises in good repair at all times during the term of the Lease agreement and any renewals thereafter.

VI. UTILITIES

Unless otherwise indicated, the Lessee will bear the full cost of water service used by the Lessee and shall also bear its proportionate share of the cost for garbage pick-up, use of electricity, telephone services, and any other services provided to the leased space, at its own expense.

VII. HANDICAPPED STANDARDS AND ALTERATIONS

1. The Lessor agrees that the stated 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, as they may be revised from time to time.

2. The Lessee shall have the right to make reasonable alterations in and to the stated premises during the term of this lease upon first having obtained the written consent from the Lessor. The Lessor shall not unreasonably withhold consent to any such alterations.

VIII. INJURY OR DAMAGE TO PROPERTY ON PREMISES

Lessee's property of any kind that may be placed on the premises during the continuancy of this Lease shall be at the sole risk of the Lessee. Except for the 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 stated 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 stated premises at its own cost and expense. As the result, the rent shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rent 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 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 rapidly as is practicable and upon the completion of such repairs, the full rent shall commence and the Lease shall then continue the balance of the term.

2. The Lessee shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshall. The Lessee 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 stated premises shall be available for inspection by the State Fire Marshall, prior to occupancy by the Lessee, and at any reasonable times thereafter.

3. The Lessor certifies no asbestos was used in the construction of the stated 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 stated 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 stated 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) calendar days notice to the Lessor of its intention to do so.

XI. EXPIRATION OF TERM

At the expiration of the Term, the Lessee will peaceably yield up the stated 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 unreasonably be withheld, shall have the right to sublet all or any part of the stated premises, or to assign all or any part of the stated premises.

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 reasonable times, may enter into and upon the stated 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 made upon the 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 stated 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

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 will pay all real estate taxes and fire insurance premiums on the stated premises. Lessee shall not be liable to carry fire insurance on the premises or property of the Lessor or any other personal property of Lessor which may now or thereafter be placed on the stated 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 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 omissions (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 stated premises to Lessee.

4. The Lessor shall purchase and maintain Commercial General Liability insurance in the amount of \$500,000 Per Person, \$1,000,000 Per Occurrence Bodily Injury and \$100,000 Per Occurrence Property Damage, or \$1,000,000 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 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 agrees that these 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 interest 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 make any use or occupancy thereof contrary to the laws of the State of Florida, or to Ordinances of the City, as applicable and/or County in which the stated 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 three (3) 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 three (3) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested. The Lessor will not have any right to accelerate the 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 P.O. Box 6966, Ft. Myers, FL 33911-6966, Attention: Flordeco, Inc. 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, FL 33902-0398, Attention: Facilities Management. Invoices should be submitted monthly to Lee County Finance Department, P.O. Box 2238 Fort Myers, Florida 33902.

XXIII. CONTACTS

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

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

The rental payment shall increase, after the first year of the initial five year term, and any renewal periods thereafter, by the latest increase in the Consumer Price Index, U.S. City Average, All Items, Wage Earners and Clerical Workers, as published by the Bureau of Labor Statistics, Southeastern Regional Office, Atlanta, Georgia.

In addition to the base rental cost, there will be monthly Common Area Maintenance charge each year. The CAM fee for the first year will be \$1.77 per square foot per year. The Lessor shall provide Lessee with statement of actual costs should this charge change during the term of the Lease agreement and any renewals.

XXVI. 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.

XXV. 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 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.

THIS SPACE INTENTIONALLY LEFT BLANK

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.

Allan E. Foy, President of Foy's Corp
For C5686 Per etc
LESSOR

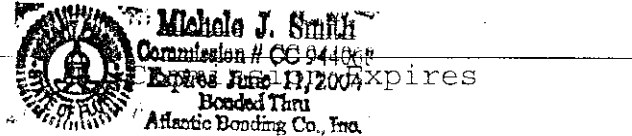
STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 23rd day of Jan., 2004 by Allan E. Foy, who is personally known to me or who has produced _____ as identification and did/did not take an oath.

Michele J. Smith
Notary

MICHELE J. SMITH
Printed Name of Notary



ATTEST:

CHARLIE GREEN, CLERK

Cindy Morrison

BY: DEPUTY CLERK

Alan E. Albin

CHAIRMAN, LEE COUNTY BOARD OF COUNTY COMMISSIONERS

WJ

APPROVED AS TO LEGAL FORM BY COUNTY ATTORNEY'S OFFICE

(Lease for 3040 Fowler Street)



ACORD		CERTIFICATE OF LIABILITY INSURANCE		OPID DN CSLAN-2	DATE (MM/DD/YYYY) 01/05/04
PRODUCER Oswald Trippe & Co. Ft. Myers P. O. Box 60139 Ft. Myers FL 33906-6139 Phone: 239-433-4535 Fax: 239-433-4148		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED C S L and G Development C/O Florida P O Box 6966 Ft Myers FL 33911-6966		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A	Zurich U.S	19356	
		INSURER B			
		INSURER C			
		INSURER D			
		INSURER E			

COVERAGES

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

INSURER	ADD'L LTR	INSURD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CMX037227932	12/18/03	12/18/04	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A			AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	CMX037227932	12/18/03	12/18/04	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
A			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	UBA34234139	12/18/03	12/18/04	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				W/C STATE-TORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: location at 3040 Fowler Street, Fort Myers, FL 33901; Lee County Board of County Commissioners is additional insured with respect to this location only.

CERTIFICATE HOLDER Lee County Board of County Commissioners Attn: Facilities Management PO Box 398 Ft Myers FL 33902-0398	CANCELLATION LEEC039 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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FIRST AMENDMENT TO LEASE

First Amendment to that certain Lease dated February 17, 2004, by and between CSL&G Development, as "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, as "Lessee".

1. The Lease is amended to include the following paragraphs:

XXVI. 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 health unit.

XXVII SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage now may hereafter cover the leased premises. This clause shall be self-operative and no further instrument of subordination shall be required to effect the subordination of this Lease. Nonetheless, if requested, Lessee shall within five (5) days after written demand, execute such instruments as Lessor may require to acknowledge that this Lease is in fact subordinate to all mortgages placed upon the real property by Lessor.

XXVIII ATTORNMENT

If the Lessor's interest is transferred to any person or entity by reason of foreclosure or other proceedings for enforcement of any mortgage or security interest or by delivery of a deed in lieu of foreclosure or other proceedings, Lessee shall, upon delivery to Lessee by said transferee of a non-disturbance agreement immediately and automatically attorn to such person or entity. In the event of such transfer, this Lease and Lessee's rights hereunder shall continue undisturbed so long as Lessee is not in default beyond any applicable notice and cure periods hereunder.

XXIX ESTOPPEL CERTIFICATE

Lessee will at any time and from time to time, and within five (5) days from written request for same, execute, acknowledge, and deliver to Lessor, in such form as Lessor may require, an Estoppel Certificate acknowledging the specific terms of the Lease and whether same is in full force and effect.

The parties acknowledge in all other respects that the Lease is ratified and reaffirmed and remains unchanged as amended herein.

Erica E. Trojan
1st Witness
ERICA E. TROJAN
Printed Name
Mickie Smith
2nd Witness
MICKIE SMITH
Printed Name

LESSOR:
CSL& G DEVELOPMENT, LTD.
By: *Allan E. Fox*
Allan E. Fox, Authorized Representative

