

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

Blue Sheet No. 20051092

1. ACTION REQUESTED/PURPOSE:

Approve lease with Equity One (Summerlin), Inc. for 3,500 s.f. of space at the Summerlin Square Shopping Center, 17105 San Carlos Blvd., Ft. Myers, Units F-3, F-4, F-5 and F-6, to be occupied by the Lee County Tax Collector's office. Lease will be for 3 years at an annual cost of \$46,101.72 for the first year and a 3% annual increase in the base rent for years 2 and 3. There will be no additional charges for CAM. Lease can be terminated by giving 6 months advance written notice.

2. WHAT ACTION ACCOMPLISHES: Allows the Tax Collectors office to remain in the same location as they have been for the past 17 years.

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category: <u>2</u> C2A		5. Meeting Date: <u>08-23-2005</u>
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin. Code <u>AC-4-1</u> <input type="checkbox"/> Other	8. Request Initiated: Commissioner _____ Department <u>Construction & Design</u> Division <u>Facilities Management</u> By: <u>Richard Beck, Director</u> <i>[Signature]</i>

9. Background:

The Tax Collectors office has been located at the Summerlin Square Shopping Center since October of 1988. The current lease ends as of September 30, 2005. Facilities Management re-negotiated a new lease for this same location for 3 more years.

FUNDING WILL BE AVAILABLE IN THE FOLLOWING ACCOUNT STRING:

CB 5130500100.504410

Tax Collector Support Budget/General Fund/Land & Building Rental

Attachments: Lease Agreements (3)

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i> 8-4-05	N/A			<i>[Signature]</i> 8-18-05	<i>[Signature]</i> 8-4-05	<i>[Signature]</i> 8/10/05	<i>[Signature]</i> 8/9/05	<i>[Signature]</i> 8/10/05	<i>[Signature]</i> 8-4-05

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
3/8/05
3:45 pm *[Signature]*
COUNTY ADMIN
FORWARDED TO: 11
8/10/05
3/1

REC'D. *[Signature]*
By CO. ATTY.
8/10/05
CO. ATTY.
FORWARDED TO:
11
8-9-05

LANDLORD COPY

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

THIS LEASE AGREEMENT, entered into this 27, day of July, 2005, between Equity One (Summerlin) Inc., 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:

**Summerlin Square Shopping Center
Units F-3, F-4, F-5, F-6
17105 San Carlos Boulevard
Ft. Myers, Florida 33919**

which shall constitute an aggregate area of 3,500 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 \$13.171911 per square foot per year. The Lessor shall also provide parking spaces at the building 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 October, 2005 to and including the 30th day of September, 2008.

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 three thousand, eight hundred forty-one dollars and eighty-one cents (\$3,841.81) per month for the first year of the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. Beginning the second year of the initial term, and annually thereafter, the base rental cost will increase by 3% as follows:

Year 2: Base Rent:	\$47,484.74
Cost Per Sq. Ft.:	\$13.567069

Year 3: Base Rent: \$48,909.28
Cost Per Sq. Ft.: \$13.974081

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 01-9170, Miami, Florida 33101.

IV. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment, and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the sole expense of the Lessor.

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

V. LIGHT FIXTURES

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.

VI. 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, including the roof, 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.

VII. UTILITIES

Unless otherwise indicated, the Lessee will bear the full cost of water service, and sewer service used by the Lessee and shall bear their proportionate share of the cost of trash pick up. Lessee shall bear the full cost of telephone services, data services, pest control services, fire extinguisher service, and any other services provided to the leased space, at its own expense.

VIII. HANDICAP 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 of

The 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. Pursuant to Florida Statutes 713.10, it is the intent of the parties hereto that Lessor's interest in the Premises shall not be subject to any liens filed because of or arising from Lessee's failure to make payments in connection with any buildings or improvements installed or constructed on the Premises. Lessee shall notify contractor(s) making any such improvements of this provision of this Lease.

VIX. 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.

X. 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 Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshall. The Lessor agrees that the 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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 with insurers approved by the County Risk Manager.

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.

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 intended use of the Premises, by the Lessee, will be for a governmental office. 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.

XXI. RENEWAL

There will be no renewal periods granted to Lessee after the initial term of the Lease is expired.

XXII. RIGHT TO TERMINATE

The Lessor and the Lessee shall have the right to terminate this lease upon giving six (6) months advance written notice to the other 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.

XXIII. NOTICES AND INVOICES

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at 1600 N.E. Miami Gardens Drive, North Miami Beach, FL 33179, Attention Legal Dept. and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at P.O. Box 398, Ft. Myers, Florida 33902-0398, Attention Facilities Management. Invoices should be submitted monthly to Lee County Finance Department, P.O. Box 2238 Fort Myers, Florida 33902.

XXIV. CONTACTS

For purposes of this agreement, the County representative shall be Facilities Management and the Lessor's representative shall be Equity One Realty & Management FL, Inc.

XXV. 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.

XXVI. MISCELLANEOUS PROVISIONS

None.

XXVII. 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.

XXVIII. 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.

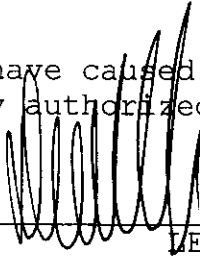
XXIX. Radon Gas Disclosure

In accordance with the requirements of Florida Statutes Section 404.056 (5), the following notice is hereby given to Lessee:

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 department.

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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.

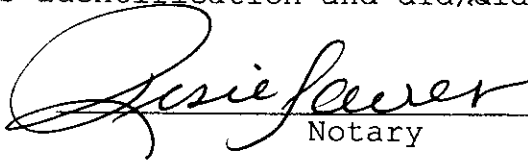


LESSOR

STATE OF FLORIDA

COUNTY OF ~~LEE~~ *Dade*

The foregoing instrument was acknowledged before me this 27 day of July, 2005 by Dorn Valero, who is personally known to me or who has produced _____ as identification and did/did not take an oath.



Notary

Printed Name of Notary



Rose Marie Javier
My Commission DD253540
Expires September 28, 2007

Commission Expires

ATTEST:

CHARLIE GREEN, CLERK

CHAIRMAN, LEE COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: DEPUTY CLERK

APPROVED AS TO LEGAL FORM BY
COUNTY ATTORNEY'S OFFICE

(Tax Collector Lease/Summerlin Square/my documents)