

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

Blue Sheet No. 20051732

1. ACTION REQUESTED/PURPOSE:

Request Board approve Lease Agreement in the amount of \$15,000 with Equity One (Summerlin, Inc.) for a vacant parcel of land adjacent to Summerlin Square Shopping Center to be used for a Park and Ride to Ft. Myers Beach. from January 19, 2006 through April 22, 2006.

2. WHAT ACTION ACCOMPLISHES: Provides a place for passengers to park and ride the trolley to Ft. Myers Beach during tourist season.

3. MANAGEMENT RECOMMENDATION: Approve lease agreement.

4. Departmental Category: 6

C6B

5. Meeting Date: 01-10-2006

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Independent
 Division LeeTran
 By: Steven L. Myers, Director

9. Background:

During FY05 the park and ride was a great success and the Summerlin Square shopping center parking lot did not have the capacity to accommodate the cars from the passengers parking there and riding the trolley to Ft. Myers Beach. On an emergency basis, the shopping center provided LeeTran at no cost the parking area adjacent to the shopping center to use for the park and ride. The relocation of the park and ride was done with little notice. This parcel is available again this year to lease, and the cost is \$15,000 from January 19, 2006 through April 22, 2006.

Funds have been budgeted in KI5440148600.504410.42 (Independent Division, Fixed Route, Transit Operating, Lease of Land and Buildings, Facility Maintenance)

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>Steven Myers</i> 12/13/05	N/A	N/A	N/A		<i>P.M.</i> 12/20/05	<i>SB</i> 12/20/05	<i>PL</i> 12/20/05	<i>PL</i> 12/21/05	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN: *M.*
 12-20-05
 3:43
 COUNTY ADMIN
 FORWARDED TO: *PL*
 12/20/05
 12-30

Rec. by CoAtty
 Date: *12/20/05*
 Time: *2:10pm*
 Forwarded To:
 Co. Admin
 12/20/05
 3:15P

LEASE AGREEMENT BETWEEN EQUITY ONE (SUMMERLIN) INC. & LEE COUNTY GOVERNMENT (LEETRAN) FOR USE OF A PARK AND RIDE LOT

THIS LEASE AGREEMENT, entered into this 12th day of December, 2005, between **Equity One (Summerlin) Inc.**, a Florida corporation ("Lessor") and **Lee County**, a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners, LeeTran ("Lessee").

WITNESSETH:

That the Lessor, for and in consideration for 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, as described as follows:

Vacant Lot more particularly described in **Exhibit A** covering non exclusive use of the vacant field, as hereinafter defined, located at the **Summerlin Square** Shopping Center, Fort Myers, Florida, to be used as a **Trolley Park and Ride Lot**.

1. **USE.** Equity One (Summerlin) Inc., ("Landlord") hereby grants Lessee the non-exclusive use of a portion of the shopping center's vacant field consisting of 9.83 acres as designated on the attached site plan attached hereto as Exhibit A (the "Vacant Field") for the sole purposes of a parking area for Lessee's trolley patrons, and for no other purposes whatsoever.
2. **TERM.** This Agreement will commence on **January 19, 2006** (the "Commencement Date") and will terminate on **April 22, 2006** (the "Termination Date").
3. **RENT.** Lessee shall pay to Landlord as Rent for the non-exclusive use of the Vacant Field within thirty (30) days following execution, the sum of **Fifteen Thousand and No/100 Dollars (\$15,000.00)** (the "Pre-Paid Rent"). The Pre-Paid Rent shall be applied and satisfy the Rent for the Term. The rent shall be paid to the Lessor at:

P.O. Box 01-9170
Miami, Florida 33101-9170

4. **TENANT'S OBLIGATIONS.** Lessee shall perform the following obligations and duties: (i) provide parking stripes and cones and have parking attendant(s) present between the hours of 8:00 AM and 2:00 PM daily; (ii) be responsible for trash pickup and cleaning the area daily; (iii) post signs for at least one (1) week after the expiration of the Term to the effect that the parking lot is closed and that any car parked there will be towed away; (iv) provide public access to and from the Vacant Field according to the site plan attached hereto as Exhibit A.
5. **INSURANCE; INDEMNITY.** Lessee shall be liable for money damages in tort for any injuries to or loses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of Lessee 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 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.
6. **AS IS.** Lessee acknowledges that the Vacant Field is "AS-IS", "WHERE-IS." Lessee shall obtain all permits and approvals required by any governmental agency in connection with Lessee's use of the Vacant Field and shall comply with all governmental codes, statutes, laws, rules and regulations. Lessee shall take good care of the "Vacant Field" and at Lessee's own expense shall place trash receptacles at "Vacant Field" and empty such trash receptacles and remove all trash and debris daily. Lessee shall surrender "Vacant Field" in good condition.

7. **ASSIGNMENT/SUBLETTING.** Lessee shall not assign or otherwise transfer its rights under this agreement to any other party.

8. **TERMINATION.** This agreement shall automatically terminate on April 22, 2006, and thereafter Lessee shall have no right to occupy or otherwise use the Vacant Field.

9. **CONTACTS.** For purposes of this agreement, the County representative shall be:

Steven L. Myers, Director,
Lee County Transit
6035 Landing View Road
Fort Myers, FL 33907
(239) 533-0331

and The Lessor's representative shall be:


Jerry Busbee, Property Manager,
Equity One Realty & Management FL, Inc.,
823 Vanderbilt Beach Road,
Naples, Florida 34108
Tel: (239) 513-0257

10. **WRITTEN AGREEMENT.** This Lease contains the entire agreement between the Parties hereto and it may be modified only by a written addendum, with the approval of the Board of County Commissioners and the agreement to such modification by the Lessor.

11. **OWNERSHIP.** Lessor covenants and warrants that they are lawfully seized and possessed of the said described property, have good and lawful right, power and sufficient interest to convey a leasehold in same, and that the described property is free from any other leases or encumbrances that would otherwise interfere with the direct relationship between Lessor and Lessee herein.

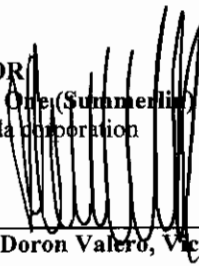
[Remainder of page left intentionally blank – see signatures following page]

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.


Witness Rebecca Bekhore


Witness Joann Flores

LESSOR
Equity One (Summerlin) Inc.,
a Florida corporation


By: _____
Doron Valero, Vice President

APPROVED AS TO FORM / COUNTY
ATTORNEY'S OFFICE.

By: _____
Office of the County Attorney

ATTEST:

Charlie Green, Clerk

By: _____
Deputy Clerk

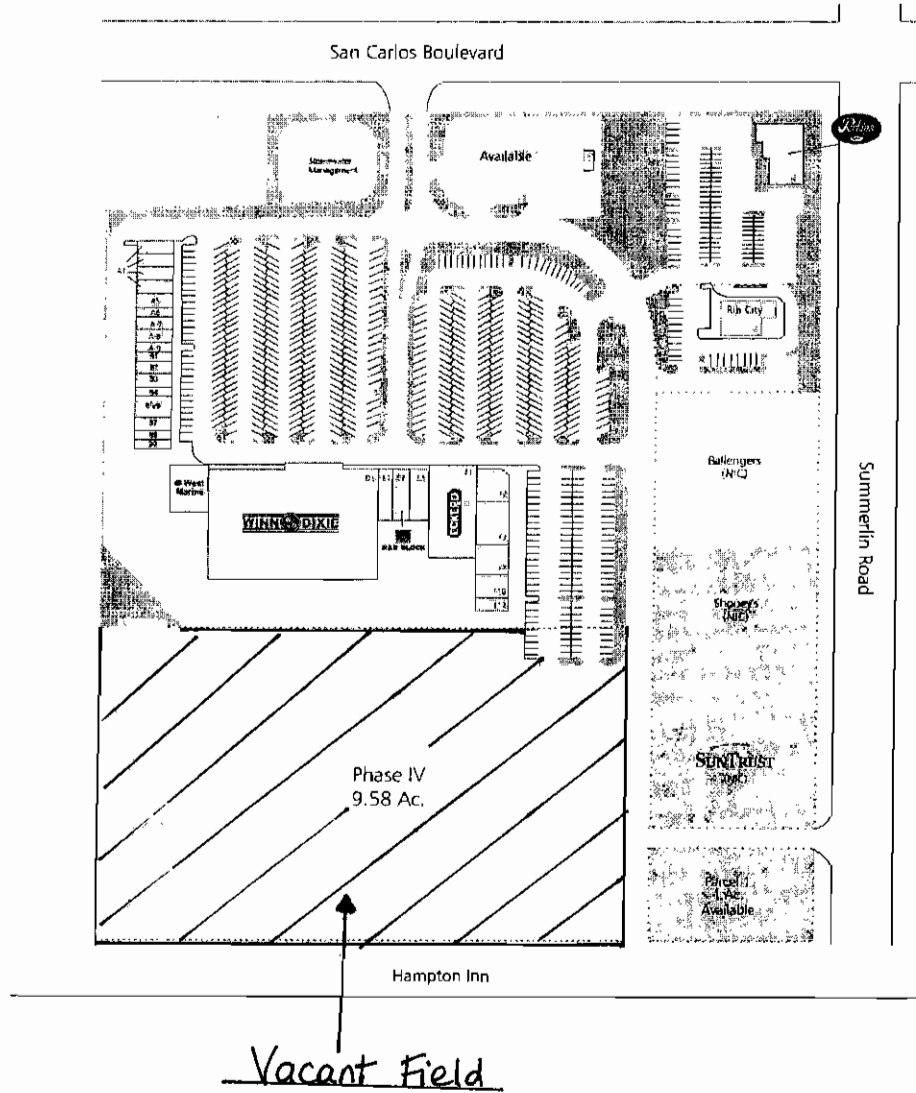
LESSEE:

Lee County Board of County
Commissioners

By: _____
Chairwoman

**EXHIBIT A
SUMMERLIN SQUARE SHOPPING CENTER
SITE PLAN**

NOTE: THE ATTACHED SITE PLAN IS INTENDED SOLELY AS AN APPROXIMATE DEPICTION OF THE GENERAL LAYOUT OF (a) THE SHOPPING CENTER AND CERTAIN OF THE BUILDINGS AND OTHER IMPROVEMENTS THAT COMPRISE THE SHOPPING CENTER AND (b) THE APPROXIMATE SIZE, CONFIGURATION AND LOCATION OF THE LEASED PREMISES WITHIN THE SHOPPING CENTER. TENANT ACKNOWLEDGES THAT THE PRECISE SIZE AND CONFIGURATION OF THE SHOPPING CENTER AND/OR THE PRECISE SIZE, CONFIGURATION AND/OR LOCATION OF THE LEASED PREMISES AND/OR THE BUILDINGS AND OTHER IMPROVEMENTS COMPRISING THE SHOPPING CENTER, INCLUDING ACCESS POINTS, DRIVEWAYS AND THE LIKE, MAY VARY FROM THAT DEPICTED ON THE ATTACHED SITE PLAN AND TENANT WAIVES ALL OBJECTIONS AND CLAIMS WITH RESPECT THERETO AND ACCEPTS THE LEASED PREMISES, SHOPPING CENTER AND THE BUILDINGS AND OTHER IMPROVEMENTS THAT COMPRISE THE SHOPPING CENTER, INCLUDING ACCESS POINTS, DRIVEWAYS AND THE LIKE, IN THEIR ACTUAL EXISTING CONDITION, AS SAME MAY BE ALTERED, MODIFIED, ETC., FROM TIME TO TIME, IN ACCORDANCE WITH THE TERMS OF THE WITHIN LEASE. MOREOVER, NO REPRESENTATIONS ARE MADE BY THE LANDLORD AS TO THE EXISTENCE OR CONTINUITY OF ANY OF THE TENANTS SHOWN THEREON.



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[Remainder of page left intentionally blank – see signatures following page]

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:
Equity One (Summerlin) Inc.,
a Florida corporation

By: [Signature]
Doron Valero, Vice President

[Signature]
Witness Rebecca Bekhare

[Signature]
Witness Joan Flores

APPROVED AS TO FORM / COUNTY ATTORNEY'S OFFICE.

By: _____
Office of the County Attorney

ATTEST:

Charlie Green, Clerk

By: _____
Deputy Clerk

LESSEE:

Lee County Board of County Commissioners

By: _____
Chairwoman

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