

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

Blue Sheet No. 20070764

**1. ACTION REQUESTED/PURPOSE:** Approve lease with John D. Yeomans and Ruthann M. Yeomans for 7,250 square feet of space located at 2421 Buckingham Road in Ft. Myers, FL to be utilized as the Riverdale Branch Library. Base rent cost for the first year will be \$18.00 per square foot or \$130,500 with a first year CAM cost of \$2.00 per square foot or \$14,500. Also approve the renewal term of five years, per Section XXI of the Lease, upon the same terms and conditions. Lease can be terminated by giving Lessor six months advanced written notice.

**2. FUNDING SOURCE:** Library Division/Riverdale Library/Land, Building, Parking Rental

**3. WHAT ACTION ACCOMPLISHES:** Allows the Riverdale Branch Library to remain in the same general location as it presently is, while increasing the amount of space that is needed.

**4. MANAGEMENT RECOMMENDATION:** Approve

**5. Departmental Category:**

**CGA**

**6. Meeting Date:** JUN 05 2007

**7. Agenda:**

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

**8. Requirement/Purpose: (specify)**

- Statute
- Ordinance
- Admin. Code AC-4-1
- Other

**9. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department Library  
 Division \_\_\_\_\_  
 By: Sheldon Kaye, Director

**10. Background:** The Riverdale Branch Library currently occupies 6,000 s.f. of space in the Riverdale Shopping Center at 14561 Palm Beach Blvd. in East Ft. Myers, FL. That lease will end in December of 2007. Due to the condition of the shopping center, and the need for expanded space for the Library, Facilities Management sought to find another location for this branch. Mr. and Mrs. Yeomans will build the 7,250 s.f. structure on their property located next to the Riverdale Shopping Center and the building will be used exclusively by the Library.

**FUNDING WILL BE AVAILABLE IN THE FOLLOWING ACCOUNT STRING:**

**KG5710114800.504410.178**

**Library Division/Riverdale Library/Land, Building, Parking Rental**

**Attachments: Original Leases (5)**

**11. 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>jk</i> 5/17	N/A	N/A		<i>M. G. A. Bauer</i>	<i>5/17/07</i>	<i>11/24/07</i>	<i>5/17/07</i>	<i>5/17/07</i>	<i>5/24/07</i>

**12. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
5/17 4:05
7/17 mp.
COUNTY ADMIN FORWARDED TO:
5/24 3:35
7/24 mp.

Rec. by COAtty
Date: 5/17/07
Time: 3:45 pm
Forwarded To:
CAD 3:55

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

THIS LEASE AGREEMENT, entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2007, between John M. Yeomans and Ruthann M. Yeomans, husband and wife, 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:

**2421 Buckingham Road  
Ft. Myers , Florida 33905**

which shall constitute an aggregate area of approximately 7,250 square feet of net rentable office space, being all the rentable space in the entire building, 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 \$18.00 per square foot per year. The Lessor shall also provide parking spaces at the building 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 1<sup>st</sup> day of January, 2008, to and including the 31st day of January, 2012. The term shall be time shifted to a later period if by the beginning date stated Lessee has not had at least 60 days of exclusive possession of the premises in order to prepare them for occupancy and to move Lessee's books shelves, etc. into the premises and, if Lessee should desire to do so, to open the the premises for normal operation. The commencement date shall be the later of January 1, 2008, or 61 days after the earliest date that the Lessor's required construction has been completed except for punch list items and Lessee has the right under county regulations to possess the premises for the purpose of completing its buildout. Upon completion of Lessor's required construction, Lessee shall be entitled to exclusive possession of the premises even if the date is substantially more than 60 days before January 1, 2008. In addition thereto, Lessor shall cooperate with Lessee prior to Lessor's completion to allow Lessee's officers, employees, contractors, subcontractors, materialmen and workmen access to the property to plan and conduct Lessee's portion of the construction to the extent that such access does not interfere with the Lessor's construction. The parties agree that each shall coordinate their efforts as much as feasible so that Lessee can complete its buildout at the earliest feasible date.

Lessee has reviewed Lessor's previous plans for construction and requested modifications. Lessee has designated portions of the construction and components of the leased building that it will provide at its own expense. Portions of the construction that Lessor intended to construct are to be deleted. Lessor and Lessee hereby agree that the coordination set forth in Exhibit "B" attached shall govern the construction and relative

obligations to construct and that, except to the extent modified thereby, the original plans and specifications provided by Lessor to Lessee shall be the the description of the building that is to be built on the real property that is the subject of this lease.

## 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 1/12 of the above amount 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 with the second year of the initial term, and annually thereafter, the base rental shall increase by 4% per annum. Rent shall be paid to the Lessor in advance 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 17221 Oak Creek Park Road, Alva FL 33920, or at such other address as Lessor may request by written notice at least 10 days before the next rental payment is due.

## III. ADDITIONAL RENT

In addition to the base rental rate, Lessee shall pay Lessor an annual Common Area Maintenance (CAM) charge of \$2.00 per square foot per year in monthly payments at 16.7¢ per square foot per month during the first year of the initial lease term described in Article I of this lease. It is acknowledged between the Lessor and Lessee that this rate may increase or decrease on an annual basis. Lessor will provide Lessee with a statement of actual costs for Common Area Maintenance on an annual basis. The components of CAM under this lease shall be the cost of all insurance required of Lessor to be kept in force with both Lessor and Lessee as named insureds, specifically including all improvements to the property at replacement cost and rent interruption in the event of fire, flood, lightning, windstorm or other casualty, repair of vandalism, defense and indemnity of Lessor in the event of asserted liability for personal injury or property damage with regard to the premises, all real property taxes and tangible personal property taxes, if any, a reasonable reserve to be set aside annually for replacement of the roof based upon its normal useful life, and an administrative charge of 10% of the CAM. The CAM charge shall be adjusted for each succeeding year of the lease term with any carryover of excess or shortage to be applied to the following year with the intention that the CAM payment be intended to approximate the actual costs to Lessor as nearly as possible.

## IV. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1. The Lessee shall furnish heating and air conditioning equipment to the premises, 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 Lessee.
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 install in the stated premises, suitable light fixtures for its use as described in Exhibit "B" attached

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 all 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 covered by insurance excepted.

The Lessee shall also maintain and keep in repair the exterior of the stated premises, except for the roof. Lessee shall provide fire extinguisher maintenance, septic tank and drainfield maintenance, if applicable, plumbing and electrical repairs, painting, replacement of broken windows, driveway and parking area maintenance, including resealing and restriping, landscaping and its maintenance and all other maintenance of the building and grounds except for the roof.

## VII. UTILITIES

The Lessee will pay the cost of water service, garbage pick up and sewer service used by the Lessee. 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. HANDICAPPED STANDARDS AND ALTERATIONS

1. The parties agree that the stated premises shall, prior to Lessee's occupancy, 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. The cost shall be allocated as set forth in the provisions regarding construction costs.

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.

## 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 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.

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 reasonable opinion of the Lessee, result in a material interference with the peaceful entry or occupation of the stated premises, or any substantial 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, including shelving and fixtures removable without damage to the premises, but shall leave all components of the sprinkler system, HVAC system, plumbing system, lighting fixtures, security system, doors and windows including automatic openers and the electrical distribution system. Lessee may remove all other 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 to other uses.

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. 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.

#### 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 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

The Lessee is hereby granted the option to renew this Lease for one five year renewal period upon the same terms and conditions with the terms and conditions applicable as if the lease were for a continuous ten year term. 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.

**XXII. RIGHT TO TERMINATE**

The Lessee shall have the right to terminate this lease upon giving six (6) 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.

**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 17221 Oak Creek Park Road, Alva FL 33920 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 Lee County Board of County Commissioners, Attention Facilities Management, 1500 Monroe Street, 4<sup>th</sup> floor, Ft. Myers, Florida 33901.

**XXIV. CONTACTS**

For purposes of this agreement, the County representative shall be Jayne Elwell, Facilities Management, P.O. Box 398, Ft. Myers, Florida 33902-0398, [elwelljd@leegov.com](mailto:elwelljd@leegov.com), 239-335-2919 (office), 239-335-2653 (fax), and the Lessor's representative shall be Richard W. Winesett, 2248 First Street, Fort Myers FL33901, Phone 239-334-7040, Fax 239-334-6258, [rickwinesett@yahoo.com](mailto:rickwinesett@yahoo.com).

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**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 (if any)**

**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.

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:

Sylvia M. Copping  
Witness

John D. Yeomans  
John D. Yeomans

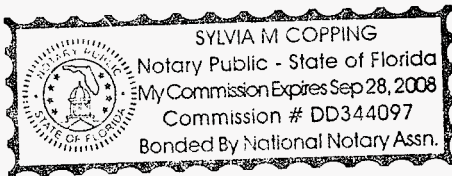
Celia Winesett  
Witness

Ruthann M. Yeomans  
Ruthann M. Yeomans

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 9th day of may 2007 by John D. Yeomans and Ruthann M. Yeomans \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and did/did not take an oath.



Sylvia M. Copping  
Notary  
Commission Expires: \_\_\_\_\_  
Printed Name of Notary: Sylvia M. Copping

ATTEST:  
CHARLIE GREEN, CLERK

\_\_\_\_\_  
CHAIRMAN, LEE COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
BY: DEPUTY CLERK

APPROVED AS TO LEGAL  
FORM BY

\_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE



**EXHIBIT "A"**

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of Section 28, Township 43 South, Range 26 East and further bounded and described as follows:

Starting at a concrete monument at the Southeast corner of said Section 28; Thence N 00° 49'38" W along the East line of said Section 28 for 590.94 feet; Thence S 89° 00'46" W along the North line of the former Seaboard All Florida Railway for 3703.74 feet; Thence N 00°59'14" W for 100.00 feet; Thence S 89° 00'46" W for 354.38 feet to the Easterly right-of-way of Buckingham Road; Thence N 24°31'32" E along said Easterly right-of-way line of Buckingham Road (100.00 feet wide) for 2167.84 feet to the point of beginning; Thence continuing N 24°31'32" E along said right-of-way line for 226.89 feet; Thence East for 143.31 feet; Thence South for 202.97 feet; Thence S 89° 10'02" W for 237.52 feet to the point of beginning.

<p><b>Verify Type of Construction</b></p>	<p>None</p>	<p>Lessee shall: 1) Validate that the Type III Construction (a construction type as set forth by the Florida Building Code), as indicated in the Yeomans Plaza construction plans, is suitable for Library use.</p>
<p><b>Verify Parking Adequacy and Circulation.</b></p> <p style="text-align: center;"><i>OK</i></p>	<p>Lessor shall: 1) Revise the civil engineering design of the current parking lot to eliminate two surplus (code excess) parking spaces and permit a one-way vehicular movement, based on information provide by the Lessee. 2) Revise the civil engineering design of the current parking lot to allow for a placement of a vehicular book drop. 3) Revise and submit revised DO and construction plans to reflect items 1) and 2).</p>	<p>Lessee shall: 1) Study and propose a design option of eliminating two surplus (code excess) parking spaces to eliminate the currently designed dead-end parking aisles and allow for one-way vehicular circulation through the parking lot. 2) Identify a location and design for a vehicular book drop. 3) Provide specific design information to the Lessor in order that the revisions necessary to implement items 1) and 2) be incorporated into the Lessor's revised Development Order plans and construction plans.</p>
<p><b>Floor Slab</b></p>	<p>Lessor shall: 1) In accordance with information provided by the Lessee, withhold placement of portions of the floor slab so as to permit installation of under floor sanitary piping by Lessee. <i>(Note: An alternative arrangement may be for the Lessor to delete the placement of portions of the floor slab entirely, and for these portions of slab to placed by the Lessee later, once the Lessee's under floor sanitary piping is installed.)</i></p>	<p>Lessee shall: 1) Provide specific design information to the Lessor to identify the areas of floor slab for which placement shall be withheld or deleted.</p>
<p><b>Roof Insulation</b></p>	<p>Lessor shall: 1) Revise roof insulation to provide all required insulation at the roof level. <i>(Note: Plans currently call for a system of roof insulation which provides an R-12 blanket at the roof and R-6 at the ceiling. This system will not yield acceptable performance.)</i> 2) Delete the R-6 insulation shown on the Lessor's plans as to be installed above the ceiling shall be deleted.</p>	<p>None.</p>

<b>Tenant Separation Walls</b>	Lessor shall: 1) Delete construction of tenant separation walls.	None.
<b>Interior Wall Finishes.</b>	Lessor shall: 1) Delete interior wall finishes.	Lessee shall: 1) Provide interior wall finishes as part of its tenant build-out.
<b>Arrangement of Exterior Doors, Exiting, and Door Hardware.</b>	Lessor shall: 1) If required by Code or to meet Lessee preferences, and in accordance with specific design information provided by Lessee, modify doors or hardware as may be possible without impacting Lessor's construction.	Lessee shall: 1) Research the existing doors and hardware being provided by Lessor to determine their compatibility with an Assembly Occupancy (a classification of the Florida Building Code). 2) Review the existing doors and hardware being provided by the Lessor to determine their capability to receive hardware preferred by Lee County. 3) If door or hardware changes are required to meet the Code or Lessee preferences, provide specific design information to Lessor to modify doors or hardware as may be possible without impacting Lessor's construction.
<b>Power Assisted Entrance Door</b>	Lessor shall: 1) Coordinate the type of storefront entrance door(s) being provided to assure these door(s) are capable of receiving a power-assisted door operator. 2) Install empty junction box(es) and empty conduit(s) to an accessible location(s) to allow for the coordinated installation of a power-assisted public entrance door operator and controller by the Lessee.	Lessee shall: 1) Provide location(s) for empty junction box(es) and empty conduit(s) to Lessor for installation by Lessor during Lessor's masonry work. 2) Install power-assisted mechanism to Lessor's storefront entrance door, including necessary electrical service and control wiring.

<b>Exterior Windows</b>	<p>Lessor shall:</p> <p>1) Revise Type A windows at the facade from single-hung windows to 63" high (+/-), aluminum and 1/4" (min.) tempered glass, storefront type windows with mullions and muntins to match the current design scheme. (Note: The currently shown single-hung windows will not provide adequate security to the tenant space.)</p> <p>2) At the Type B east side windows, raise sill height to 42". Revise the size of the east side windows to be 4, 30" wide by 60" high, aluminum and 1/4" (min.) tempered glass, storefront type windows. Provide mullions and muntins to match the facade design scheme.</p> <p>3) At the Type B west side windows, raise sill height to 36". Revise the size of the east side windows to be 4, 30" wide by 66" high, aluminum and 1/4" (min.)</p>	None.
<b>Sinks in Unit 3</b>	<p>Lessor shall:</p> <p>1) Delete sinks in Unit 3 and all associated potable water and sanitary waste plumbing.</p>	None.
<b>Acoustical Ceilings &amp; Suspension Grid</b>	<p>Lessor shall:</p> <p>1) Delete all acoustical ceilings and ceiling support grid.</p>	<p>Lessee shall:</p> <p>1) Install all finished ceilings.</p>
<b>Tenant Restrooms</b>	<p>Lessor shall:</p> <p>1) Delete all restrooms construction, fixtures and finishes.</p>	<p>Lessee shall:</p> <p>1) Construct all restrooms as required for Library.</p>
<b>Sanitary Waste Piping</b>	<p>Lessor shall:</p> <p>1) Delete all sanitary waste distribution piping.</p> <p>2) Coordinate the location and elevation of sanitary invert at building to accommodate Lessee's sanitary waste piping design.</p> <p>3) Revise the location and routing of main underground sanitary waste piping to the designed location as provided by the Lessee. (Note: If timing permits, an alternative arrangement may be to allow Lessor to install all under floor sanitary piping to suit the Lessee's sanitary piping design.)</p>	<p>Lessee shall:</p> <p>1) Provide invert elevation for building sanitary line.</p> <p>2) Provide Lessor with design information sufficient to describe the location and routing of Lessor's main sanitary waste piping.</p> <p>3) Accomplish all sanitary waste distribution piping to suit Lessee needs.</p>

<p align="center"><b>Potable Water Piping</b></p>	<p>Lessor shall:</p> <ol style="list-style-type: none"> <li>1) Delete all potable water distribution piping.</li> <li>2) Provide and/or relocate the main potable water service stub-up to the building at a location where determined by Lessee.</li> </ol>	<p>Lessee shall:</p> <ol style="list-style-type: none"> <li>1) Provide all potable water distribution piping to suit Lessee's needs.</li> </ol>
<p align="center"><b>Fire Sprinkler Piping System</b></p>	<p>Lessor shall:</p> <ol style="list-style-type: none"> <li>1) Prepare the building for installation of a fire sprinkler system including, wall hydrants, sprinklers along the entrance canopy, and single main line to the interior sufficient to serve the building interior, necessary flow and tamper switches, fire pump (as needed) and interlocks to the building fire alarm system installed by others. <i>(Note: Owing to the proposed use as an Assembly Occupancy, a fire alarm system is required. The system need only be designed for a single tenant but, at the discretion of the Lessor, it may be designed for future distribution for a multi-tenant occupancy.)</i></li> </ol>	<p>Lessee shall:</p> <ol style="list-style-type: none"> <li>1) Provide and install interior fire sprinkler distribution piping, final connections to building fire alarm system.</li> </ol>
<p align="center"><b>Air Conditioning Systems</b></p>	<p>Lessor shall:</p> <ol style="list-style-type: none"> <li>1) Delete all air conditioning equipment and associated, condenser water supply and return piping, condensate waste piping, air distribution ductwork and devices, controls systems, and supporting electrical distribution wiring.</li> </ol>	<p>Lessee shall:</p> <ol style="list-style-type: none"> <li>1) Provide all air conditioning equipment and associated, condenser water supply and return piping, condensate waste piping, air distribution ductwork and devices, controls systems, and supporting electrical distribution wiring.</li> </ol>
<p align="center"><b>Secondary Electrical Distribution Systems</b></p>	<p>Lessor shall:</p> <ol style="list-style-type: none"> <li>1) Delete all tenant distribution panel boards (Panel A for Units 1/2/5/6/7, Panel B for Unit 3, and Panel C for Unit 4) and associated feeders and distribution conduits/wiring from these panel boards.</li> <li>2) Delete all tenant meters except one. <i>(Note: This means revising the meter arrangement to simply one meter for House Panel "H" and the other meter to serve the 800 Amp main service.)</i></li> <li>3) Provide power to parking lot pole lights from House Panel. <i>(Note: This power is not scheduled on schedule for House Panel "H".)</i></li> </ol>	<p>Lessee shall:</p> <ol style="list-style-type: none"> <li>1) Install all secondary distribution panel boards, and distribution conduits/wiring.</li> </ol>

<b>Interior Lighting</b>	Lessor shall: 1) Delete all interior lighting in suspended acoustical ceilings and in restrooms.	Lessee shall: 1) Provide and install all interior lighting.
<b>Exterior Building Mounted Signs</b>	Lessor shall: 1) At the Lessor's discretion, electrical service to tenant signs may be deleted except for the service to one illuminated tenant sign, centered above the main entrance canopy. 2) Provide a junction box and electrical service for an additional tenant sign along the west side of the building.	Lessee shall: 1) Provide the location of the junction box and service requirements for the illuminated tenant façade sign. 2) Provide the location of the junction box and service requirements for an additional illuminated tenant sign along the west side of the building.
<b>Exit Lighting</b>	Lessor shall: 1) Delete all interior exit lights.	Lessee shall: 1) Provide and install all interior exit lights.
<b>Fire Alarm System</b>	None.	Lessee shall: 1) Provide and install a fire alarm system. <i>(Note: Owing to the proposed use as an Assembly Occupancy, a fire alarm system is required.)</i>
<b>Telephone, Cable &amp; Internet Services</b>	Lessor shall: 1) Provide 2-4" conduits from the telephone company easement/service entrance, to the center-rear of the building. Turn conduits up the exterior wall and penetrate building exterior wall with LB, above finished ceiling. Cap conduit at both ends.	Lessee shall: 1) Arrange for installation of all phone, cable TV and internet service cables.