



**AGREEMENT CONCERNING THE USE OF REAL ESTATE OR OTHER PREMISES
FOR EMERGENCY RESPONSE, RELIEF AND RECOVERY EFFORTS**

THIS AGREEMENT is entered into this ____ day of _____ 2021, by and between Bailey’s Center LLP, owner of certain real estate or other premises (“Owner”), and the Board of County Commissioners of Lee County, Florida, a political subdivision and charter county of the State of Florida, (“County”), collectively the “Parties”.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

1. Owner, in consideration of the following terms and conditions, voluntarily and without further monetary compensation, grants the County right to temporary use of the Property depicted and described in attached Exhibit A for emergency response, relief and recovery efforts (“Property”). The temporary use may include, but is not limited to, staging area for emergency response equipment, a point of distribution for essential emergency supplies and other emergency-related uses.
2. County agrees to notify Owner, as soon as practicable depending on the type of emergency event, as to the intended dates and duration of the temporary use. County agrees to limit the duration of the temporary use to 21 consecutive calendar days, unless a longer time period is approved by the Owner. The Owner has the right to terminate the use at any time with thirty days’ notice.
3. The County agrees to exercise reasonable care during the use of the Property and to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, or employees during its occupancy. Repair, placement or reimbursement will be limited to returning the property to the condition in which it existed prior to the damage.
4. The County agrees to reimburse the Owner a prorated share of the telephone, electricity, water and sewer services charges applicable to the Property and related to the temporary use by the County, its agents, employees, or contractors during the temporary use period. Owner agrees to provide an itemized and verifiable invoice for this purpose. The County also agrees to reimburse the Owner for any specific increased costs incurred for utility services applicable to the temporary use period provided that documented proof of increased costs is submitted to the County.
5. The Owner agrees to provide emergency contact information to the County and to update this information annually or as otherwise needed. (See Exhibit B).
6. This agreement will remain in force for a period of five (5) years from its execution by the County. The Agreement may be renewed, at the option of the Parties and upon mutual Agreement for an additional five (5) years under the same terms and conditions. Any renewal will require execution of a new agreement.

7. To the extent allowed by law and subject to the provisions and limitations contained in §768.28, Florida Statutes, the County agrees to be liable for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee, or contractor of the County, resulting from the County's temporary use of the property, in accordance with the general laws of the State of Florida.

8. This Agreement contains the entire Agreement between the Parties.

9. Any modification or amendment of this Agreement must be mutually agreed to by the Parties and executed in writing with the same formality.

10. This Agreement may be terminated by either Party, without cause, upon 30 days written notice to the non-terminating Party.

IN WITNESS of the above, the Parties sign this Agreement.

OWNER

By: Richard Johnson

Printed Name: Richard Johnson

[Signature]

Witness

Callenwood Johnson

Witness

[Signature]

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____

Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: _____
Office of the County Attorney

EXHIBIT A
Legal Description and Sketch of Property

Bailey's Center LLP
2477 Periwinkle Way, Sanibel, FL
Strap Number: 26-46-22-T3-00006.0010

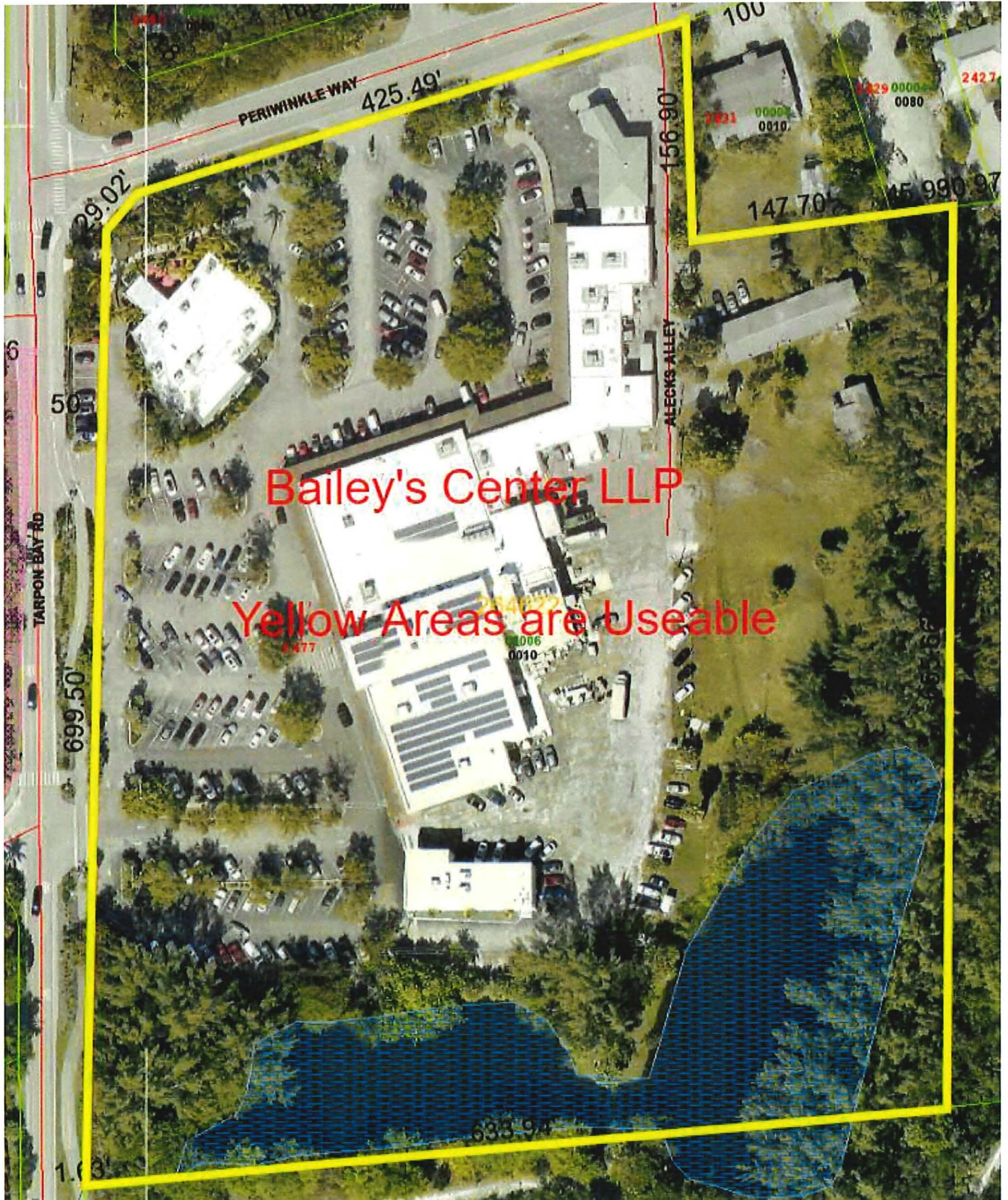


EXHIBIT B
CONTACT LIST OF AUTHORIZED REPRESENTATIVES FOR TEMPORARY
USE OF REAL ESTATE OR OTHER PREMISES

Name: Bailey's Center LLP
Address: 2477 Periwinkle Way, Sanibel, FL
General Manager: Richard Johnson
Phone: (239) 472-1516
Alternate: (239) 628-6865

Primary Emergency Contacts:

Name: Richard Johnson

Home Address: 5240 Caloosa End Lane, Sanibel, FL

Phone (Office): (239) 472-1516

Cellular Phone: (239) 628-6865

E-Mail Address: rjohnson@baileys-sanibel.com

1st Alternate Emergency Contact:

Name: Dane Johnson

Home Address: 5240 Caloosa End Lane, Sanibel, FL

Phone (Office): (239) 472-1516

Cellular Phone: (239) 628-6864

E-Mail Address: djohnson@baileys-sanibel.com

2nd Alternate Emergency Contact:

Name: Mead Johnson

Home Address: 5240 Caloosa End Lane, Sanibel, FL

Phone (Office): (239) 472-1516

Cellular Phone: (239) 728-4785

The above information is correct as of 5/6/2021.

Please mail or fax this completed form to:
Lee County Emergency Management
Post Office Box 398
Fort Myers, FL 33902-0398
Phone: 239-533-0605
Fax: 239-477-3636