

Property: Pineland Road

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT ("**Amendment**") is entered into this 7th day of November, 2023, to be retroactively effective as of October 1, 2023 (the "**Effective Date**"), between **LEE COUNTY**, a political subdivision of the State of Florida (the "**County**"), and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**, a public body corporate of the State of Florida, for and on behalf of the Randell Research Center of the Florida Museum of Natural History (the "**University**").

### Recitals:

A. The County and the University are parties to a *Lease Agreement* dated January 9, 2001 (the "**Lease**") pursuant to which the County leases property to the University consisting of land and 2 buildings (a 1-story wood frame building and a 2-story wood frame building) located on Pineland Road, as more particularly described in the Lease. On Exhibit A-1 of the Lease, the 2-story building is referred to as "Building One", and the 1-story building is referred to as "Building Two".

B. Since the beginning of the Lease, the University has utilized Building One for educational purposes.

C. Pursuant to a lease dated October 18, 2018 between the University and the United States Postal Service (the "**Postal Service**"; and the "**Existing Post Office Lease**", as applicable), the University subleased Building Two (hereinafter referred to as the "**Post Office Building**") to the Postal Service. Pursuant to the Existing Post Office Lease, the term of the Existing Post Office Lease expired on September 30, 2023.

D. The Post Office Building was damaged by Hurricane Ian and has remained closed to the public ever since.

E. Under the Lease, the University maintained limited peril property insurance coverage for the Post Office Building through its participation in the State of Florida's Risk Management Trust Fund. Following the casualty loss to the Post Office Building caused by Hurricane Ian, the University pursued a claim for coverage of the casualty loss. The University obtained an amount equal to \$102,617.72 (the "**Insurance Proceeds**") from the State of Florida's Risk Management Trust Fund for the casualty loss. The University also made a claim to FEMA but has not received any proceeds related to such claim and will terminate its claim upon execution of this Amendment.

F. In lieu of the University undertaking repairs to the Post Office Building pursuant to the Existing Post Office Lease, the County and the University have agreed, generally speaking, as follows: (i) the County and the University will amend the Lease to remove the Post Office Building as part of the leased premises under the Lease effective retroactively to October 1, 2023; (ii) in connection with the execution of this Amendment, the University will assign the Insurance Proceeds to the County and the County will take responsibility for repairing the Post Office Building; and (iii) upon delivery of the Insurance Proceeds to the County, the University will have no further obligations to the County with respect to the Post Office Building.

NOW THEREFORE, the parties agree as follows:

### 1. Removal of Post Office Building from Leased Premises.

(A) Removal of Post Office Building (Building Two). Effective retroactively to October 1, 2023, the Post Office Building (i.e., Building Two) is removed as part of the leased premises under the Lease.

From and after such date, the term "**Property**", as used in the Lease, shall refer solely to Building One. In connection therewith:

(i) The first two sentences of Section 1 of the Lease are hereby amended by deleting them in their entirety and restating them as follows: "County does hereby lease to University the improvements described in Exhibit "A-1" (the "Property"), which are situated on the lands in Lee County, Florida described in Exhibit "A" (the "Land").

(ii) The Lease, including the Exhibits to the Lease, are hereby amended to delete all references to Building Two. Without limiting the generality of the foregoing, Section 9 of the Lease and Exhibit "E" to the Lease are hereby deleted in their entirety.

(B) Common Areas; Area Excluded from Common Areas. The University shall have the non-exclusive use of the common areas, including any parking areas, which are provided by the County for the non-exclusive use of occupants of the Land from time to time. The County shall not change the common areas in such a manner as will deprive the University of access to the Property. The University acknowledges and agrees that the County anticipates leasing to the Postal Service the Post Office Building and the areas adjoining the Post Office Building depicted on Attachment 1 to this Amendment and that therefore such areas shall not be deemed to be common areas.

**2. Payment by University to County.** Concurrently with the University's execution of this Amendment, the University shall make a payment to the County in the amount of \$102,617.72, for use by the County in making repairs to the Post Office Building.

**3. Waiver of Liability.**

(A) Waiver of Liability for Condition of Post Office Building. Subject only to the University's responsibilities under paragraph 3(B) below, and in consideration of the terms of this Amendment including the County's acceptance of the Insurance Proceeds, the County hereby releases the University from all responsibility and liability associated with the condition and repair of the Post Office Building and waives all claims of any nature whatsoever, whether known, unknown or hereafter discovered, foreseen or unforeseen or accrued or unaccrued, that the County has or may have against the University related thereto.

(B) County Not Liable for Claims Arising Under Existing Post Office Lease. For the avoidance of doubt, the County and the University confirm and agree that: (i) the County is not assuming any past, present, or future liabilities, interests or obligations of the University under the Existing Post Office Lease pursuant to this Amendment; and (ii) in the event of past, present or future claims of any kind brought by the Postal Service against the University and/or the County under the Existing Post Office Lease, as between the County and the University, the University shall be solely responsible for handling such claims. The University's execution of this Amendment and assignment of the Insurance Proceeds is not to be construed as an admission of any liability or wrongdoing whatsoever by the University.

**4. Ratification.** All terms of the Lease not amended hereby and not inconsistent herewith remain in full force and effect, and the parties hereby ratify the Agreement, as amended hereby. If there is any conflict between the terms of this Amendment and the Lease, this Amendment will control.

[ SIGNATURE PAGE FOLLOWS ]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the Effective Date.

**THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**

By: 

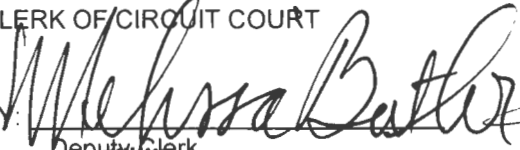
Printed name: Trevor Schneider

Title: Assistant Vice President, Real Estate


Date: October 13th, 2023

Approved and accepted for and on behalf of Lee County, Florida, this 7<sup>th</sup> day of November, 2023.

ATTEST:  
KEVIN C. KARNES  
CLERK OF CIRCUIT COURT

BY:   
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA**

BY:   
Vice Chair



APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY:

  
County Attorney's Office

**ATTACHMENT 1**

Parking Area  
(If Applicable)

