

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Nick Mimms, City Manager


FROM: Karen Emerson, Esq.

THROUGH: James Messer, Esq., City Attorney

**SUBJECT: REVISED PARKING LEASE
JETTY VIEW, LLC**

DATE: May 6, 2016

Attached is the revised land Lease Agreement between Jetty View, LLC and the City of Fort Pierce for public parking on three (3) South Beach parcels. Please contact our office if you have questions or need anything further.



Karen Emerson, Esq.

attachment

cc: Mike Reals, Public Works Manager
Jack Andrews, City Engineer

COMMERCIAL LEASE AGREEMENT

[Land only]

This Lease Agreement is executed on this _____ day of _____, 2016, by and between the **Jetty View, LLC**, a Florida Limited Liability Company, whose mailing address is 103 Central Avenue, Fredonia, New York ("LANDLORD"); and the **City of Fort Pierce, Florida**, a municipal corporation, whose mailing address is 100 North U.S. Highway 1, Fort Pierce, Florida ("TENANT").

In consideration of the mutual covenants contained herein, LANDLORD and TENANT agree as follows:

1. LEASED PROPERTY.

LANDLORD, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties, does demise and lease to TENANT and TENANT rents from LANDLORD certain real property in Fort Pierce, Florida, legally described as follows:

Parcel ID: 2401-501-0043-000/8

Parcel ID: 2401-501-0044-000/5

Parcel ID: 2401-501-0040-000/7

A total of three (3) parcels as shown and depicted on the attached Exhibit "A" (Proposed Lease Area), with a general description of the parking lot and improvement to be constructed thereon (Temporary Parking Area) depicted on Exhibit "B", said property hereafter referred to in this Lease as the "Demised Premises", subject to all existing zoning and building restrictions and regulations and the provisions and clauses of this Lease.

2. TERM; OPTION TO RENEW.

TERM: The term of this Lease shall be for an initial period of twelve (12) months, commencing on _____, 2016, unless extended or terminated as provided herein.

OPTION: TENANT is also granted the option of extending this Lease for an additional twelve (12) months (Extension Term) provided TENANT furnishes written notice to LANDLORD at least thirty (30) days prior to the expiration of the Initial Term that TENANT is still in need of the property for temporary parking. The option of an Extension Term shall be void if

LANDLORD is unable to deliver possession of the Demised Premises due to having entered a *bona fide* contract to sell the subject property prior to the Extension Term. TENANT may also terminate this Lease at any time during the Extension Term should it no longer need the temporary parking facility by providing thirty (30) days written notice to LANDLORD provided TENANT shall be responsible for pro-rata rent for each day the Demised Premises are occupied during the Extension Term as provided below.

All terms and conditions herein shall apply during the Extension Term unless otherwise provided herein.

3. RENT:

Rent for the Demised Premises shall be in an annual amount of Forty Eight Thousand (\$48,000) and No/100 Dollars, payable to LANDLORD in payments of Four Thousand (\$4,000) and No/100 Dollars per month.

Rent due shall be prorated in the event of termination during the initial or any subsequent term.

4. SPECIAL PROVISIONS.

a) INSURANCE: TENANT shall maintain its currently existing General Liability insurance coverages of \$200,000 each person/\$300,000 each occurrence with coverages for Bodily Injury, Property Damage, and Personal Injury, in addition to Broad Form Property Damage also provided under TENANT'S current policy. Upon request, TENANT shall furnish LANDLORD with executed Certificates of Insurance showing that such insurance is in full force and effect the earlier of the beginning of the lease term or fifteen (15) days after the execution of this Lease Agreement and shall provide a minimum of sixty (60) days notice to LANDLORD prior to cancellation or termination of the insurance policy.

b) USE OF PREMISES: TENANT will use and occupy the Demised Premises solely for the purpose of constructing a temporary parking lot for the parking of motor vehicles and for no other purpose or use whatsoever except as agreed to in writing by LANDLORD. During the term of this Lease TENANT shall maintain the property as may be required by all government authorities and collect and control trash and refuse. TENANT shall comply with all environmental rules and

regulations applicable to temporary parking facilities. TENANT shall make no alterations or additions, except of the parking lot improvements, generally depicted on Exhibit "B", without prior written consent of LANDLORD.

c) ASSIGNMENT AND SUBLETTING: TENANT shall not assign or sublet this Lease without the written consent of the LANDLORD.

d) NOTICES: All notices required to be served upon the LANDLORD or TENANT shall be served by hand delivery or by registered or certified mail, return receipt requested, to the following:

LANDLORD:

Jetty View, LLC
103 Central Avenue
Fredonia, NY 14063

Copy To:

Jeb Fries
103 Central Avenue
Fredonia, NY 14063

TENANT:

CITY OF FORT PIERCE
City Manager
100 North US 1
P.O. Box 1480
Fort Pierce, FL 34954

Copy To:

City Attorney
100 North US 1
P.O. Box 1480
Fort Pierce, FL 34954

All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited with the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

e) JOINT VENTURE: It is specifically understood and agreed that nothing in this Lease Agreement shall be construed as creating a joint venture, partnership, or other relationship between the parties to this agreement other than LANDLORD and TENANT.

6. INTEGRATION; AMENDMENTS.

(a) This written Lease Agreement and Exhibits "A" and "B" contain the entire Agreement of the undertakings by and between the parties hereto relative to the leasing of the premises. No prior or present agreements, representations, statements, or promises, whether oral or written, made by any

party or agent of any party hereto which is not contained herein shall be binding or valid.

(b) No provision of this written Lease Agreement or Exhibits "A" and "B" may be amended, extended or modified except by written instrument executed by all parties to this Lease Agreement.

IN WITNESS WHEREOF, we the LANDLORD and TENANT, have hereunto affixed our hands and seals.

LANDLORD: **JETTY VIEW, LLC**

By: Jeb Fries, Managing Member

Witnesses:

Date: _____

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by **Jeb Fries**, as Managing Member of **Jetty View, LLC** on behalf of the company, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC:

Sign: _____

Print: _____
State of Florida at Large [SEAL]
Commission No. _____

My Commission Expires: _____

TENANT: CITY OF FORT PIERCE, FLORIDA


Linda Hudson, Mayor

Date: _____

ATTEST:

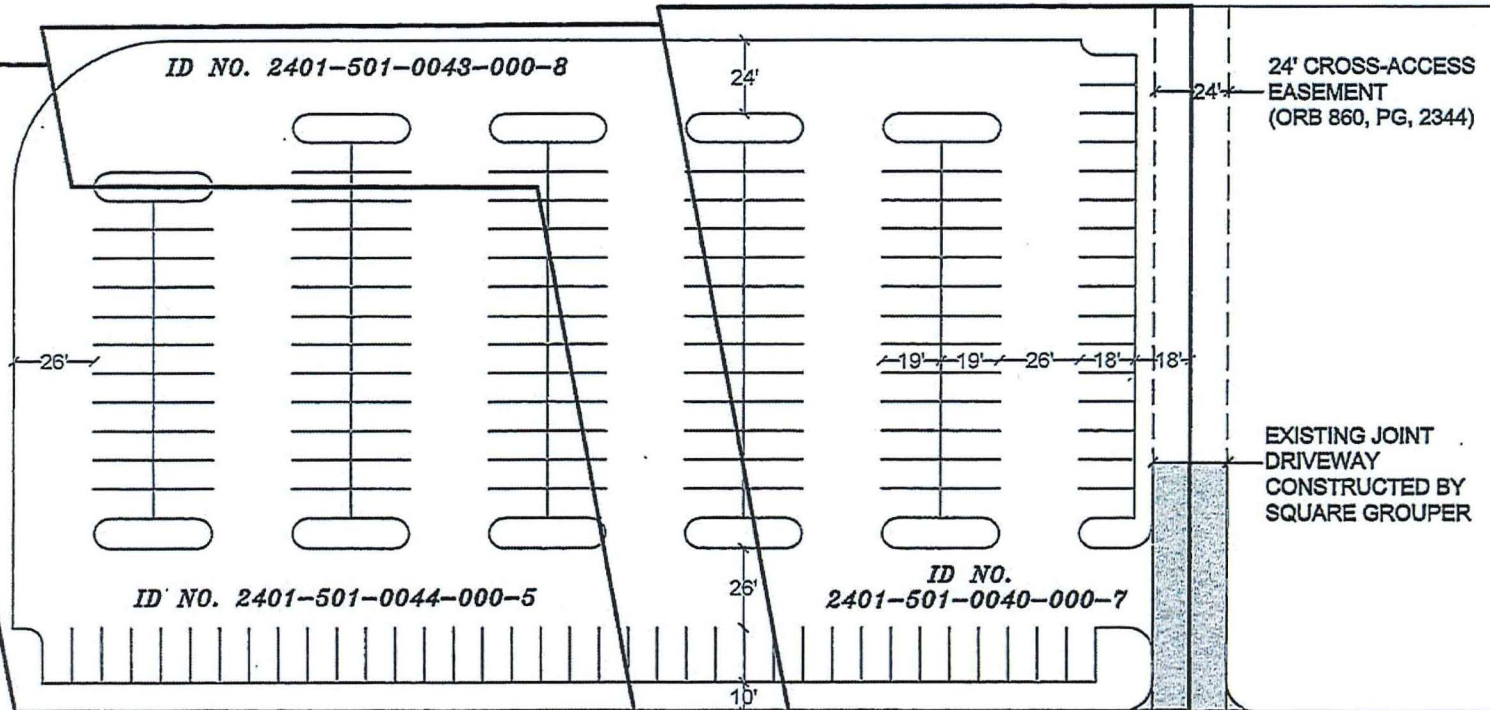
Linda Cox, City Clerk

Approved as to form
And correctness:



Jim Messer
City Attorney

FT. PIERCE INLET



SEAWAY DRIVE (SR A1A)

THIS IS NOT A SURVEY

HERRNANDC

c:\Engineering CADD Files\Drawings\Legal\Temp Parking.dwg



CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING

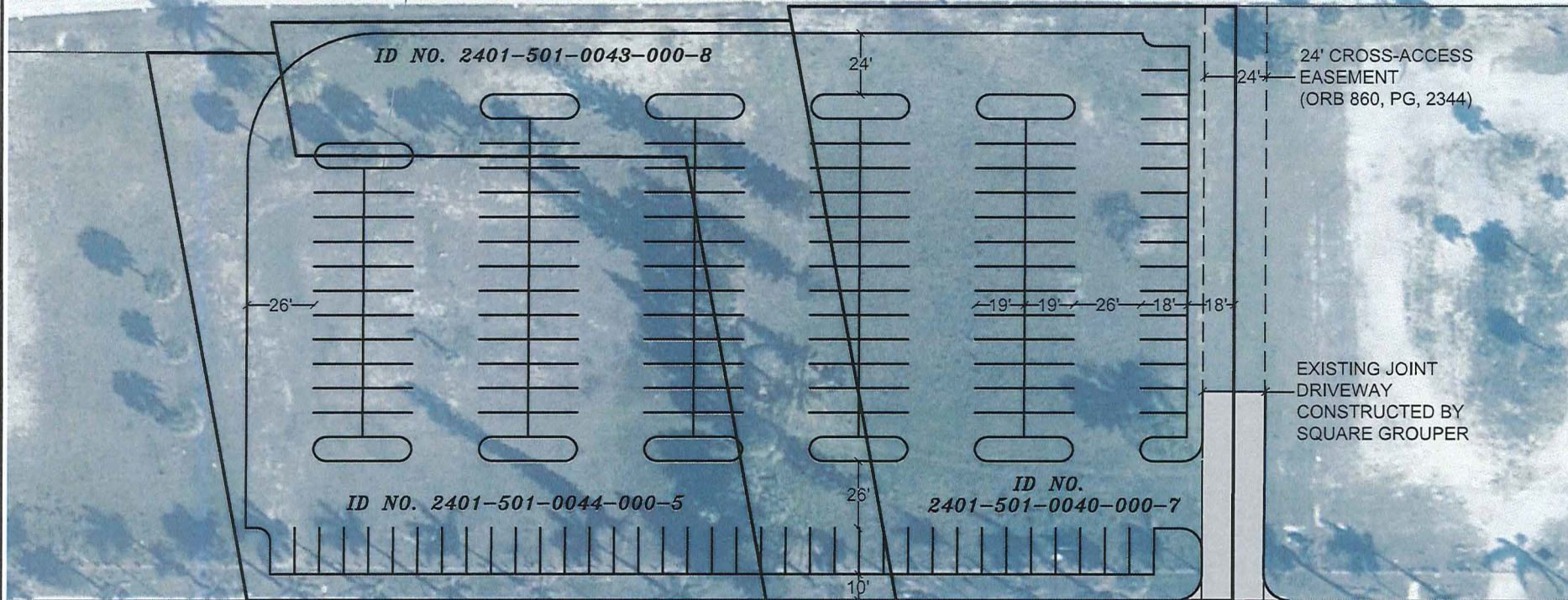
EXHIBIT "A"

DATE: 3-31-18
SCALE: 1" = 60'
DRAWN:

No.	DATE	BY	REVISIONS

SHEET
1
OF
1

FT. PIERCE INLET



SEAWAY DRIVE (SR A1A)

HERNANDO

C:\Engineering\CADD Files\Drawings\Legal\Temp Parking.dwg



CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING

EXHIBIT "B"

DATE: 3-31-16
SCALE: 1"=60'
DRAWN:

No.	DATE	BY	REVISIONS

SHEET
1
OF
1