

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between **FORT PIERCE RESORTS, LLC**, a Florida limited partnership, ("LANDLORD"), whose address is 228 North Park Avenue, Suite H, Winter Park, FL 32789; and **THE CITY OF FORT PIERCE, FLORIDA**, a Florida Municipal corporation, ("TENANT"), whose address is 100 North US 1, Fort Pierce, Florida, 34954.

### WITNESSETH:

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, consisting of six (6) parcels as shown and depicted on the attached **Exhibit "A"** (Proposed Lease Area), with a general description of the parking lot and improvements to be maintained 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.

1. **TERM:** The term of this Lease shall be for an initial period of eighteen (18) months ("Term") commencing June 1, 2023, unless extended or terminated as provided for herein. LANDLORD and TENANT may terminate this Lease at any time by providing thirty (30) days written notice to the other party in the manner provided in Section 9 provided TENANT shall be responsible for pro-rata rent for each month the Demised Premises are occupied during the Term as provided below.

2. **RENT:** Rent shall be calculated as follows. TENANT shall pay rent as follows:

- a. **Yearly Rent:** A sum equal to all real estate taxes assessed on the Demised Premises during the Term, plus sale tax, if applicable, plus quarterly accounting fees of \$288.00 and quarterly property management fees of \$60.00 (for a total of \$1,392.00 in fees per year). Real estate taxes shall include all taxes, items, assessments that appear on the real estate tax bill as issued by St. Lucie County Tax Collector. Such payments of rent shall be paid quarterly in advance on an estimated basis with adjustments made within thirty (30) days of the posting or receipt of the annual tax bill. All taxes and assessments, payable on an annual basis, are to be pro-rated monthly by the parties hereto for the year(s) comprising the Term, if any, as well as the year in which this Lease is terminated.
- b. **Monthly Rent:** A sum equal to \$1,350.00 per month. Such payments of rent shall be paid quarterly and are to be pro-rated monthly by the parties hereto for the year(s) comprising the Term, if any, as well as the year in which this Lease is terminated.

3. PERMITS: TENANT shall be responsible for all required permits, to include application and payment. If, however, any permits specifically require an Owner to apply, LANDLORD will make such application, with payment being the responsibility of TENANT.

4. 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.

5. LATE CHARGES: The TENANT covenants and agrees to pay LANDLORD a late charge of five (5%) percent of each quarterly installment of all rents if not paid within thirty (30) days of its due date. LANDLORD expressly reserves all other rights and remedies provided under this Lease Agreement or Florida law.

6. USE OF PREMISES: TENANT will use and occupy the Demised Premises solely for the purpose of a temporary parking lot for the parking of motor vehicles and/or boat trailers 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 as depicted on Exhibit "B" without prior written consent of LANDLORD. The TENANT shall permit no waste to the Demised Premises and shall return the Demised Premises to LANDLORD at the end of the term in the same condition as existed at the beginning of the term of the Lease. The TENANT shall comply with all laws, ordinances and obligations imposed by all governmental authorities during the term of the Lease, including maintaining the grass and flora on the property as may be necessary. Notwithstanding the foregoing, it is anticipated TENANT shall make certain improvements for access and parking and LANDLORD shall not unreasonably withhold written consent in connection with same. TENANT shall block-off or enclose the rear portion of the Demised Premises to discourage parking on any of LANDLORD'S remaining property not part of the Demised Premises.

TENANT shall obtain all necessary permits from any and all governmental agencies necessary for the operation of the premises as a temporary parking lot.

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

8. LIABILITY: TENANT agrees to indemnify LANDLORD and LANDLORD shall not be liable for any damage or injury to any person or property whether it be the person or property of the TENANT, the TENANT'S employees, agents, guests, invitees, or otherwise, by reason of TENANT'S act, omission, or negligence during its occupancy of the Demised Premises. The TENANT acknowledges that it has fully inspected the property and agrees to accept it in an as-is condition and shall be responsible for all maintenance of the property during the term of the Lease and absolves the LANDLORD from any obligations in connection therewith. As between TENANT and LANDLORD, TENANT shall be responsible for all loss, damage, claim, demand, liability, or expense by reason of damage to person or property which may arise or be claimed to have arisen during the term of this Lease as a result of any act, omission, or negligence of TENANT. Provided, however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of TENANT under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes. Nothing herein is intended to be or is to be construed as a waiver of sovereign immunity under 768.28, Florida Statutes.

9. ENVIRONMENTAL COVENANTS: As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental agency having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act.

During the term of this Lease, TENANT shall not allow the presence, use, storage and/or disposal of any Hazardous Material, on or under the Demised Premises by TENANT, its agents, employees, business invitees, or contractors. TENANT shall not install or permit the installation of any underground storage tanks on the Demised Premises. As between TENANT and LANDLORD, TENANT agrees to defend and be responsible for all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Demised Premises directly caused by the acts, omissions or negligence of TENANT, its employees, business invitees, or contractors and specifically documented to have occurred during TENANT'S occupancy under this Lease. Provided, however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of TENANT under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes. Nothing herein is intended to be or is to be construed as a waiver of sovereign immunity under 768.28, Florida Statutes.

10. 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:

FORT PIERCE RESORTS, LLC

Lamont Garber, Manager

~~1211 Orange Avenue, Suite 102~~ PO Box 580

Fort Pierce, FL 32789

Winter Park

COPY TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TENANT:

CITY OF FORT PIERCE

c/o Nicholas C. Mimms, City Manager

100 North US 1

Fort Pierce, FL 34950

PO Box 1480

Fort Pierce, FL 34954

COPY TO:

City Attorney

100 North US 1

Fort Pierce, FL 34950

PO Box 1480

Fort Pierce, FL 34954

11. 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.

12. ENTIRE AGREEMENT: This Lease contains the entire and sole agreement between the parties hereto relative to the lease of the Demised Premises and may be modified only by an agreement in writing executed by LANDLORD and TENANT with the same formalities as this Lease. The Agreement shall be binding on the parties hereto, their respective heirs, successors, and assigns as permitted.

13. TIME OF THE ESSENCE: It is specifically agreed that the timely payment of each and every installment of rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence of this Lease.

14. COUNTERPARTS: This Agreement may be executed by the parties listed below in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute a single original Agreement. Facsimile and electronic signatures shall be acceptable and deemed originals.

15. EFFECTIVE DATE: The Parties hereby agree this Lease Agreement is nunc pro tunc to and effective as of June 1, 2023.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease as of the day and year first above written.

**WITNESSES AS TO LANDLORD:**

By: Karen LeCray  
Print Name: Karen LeCray

By: Sheyna Sluter  
Print Name: [Signature]

**WITNESSES AS TO TENANT:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Linda Cox, City Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Sara Hedges, Interim City Attorney

**LANDLORD:**

**FORT PIERCE RESORTS, LLC,**

a Florida limited partnership

By: \_\_\_\_\_

Print Name: LAMONT GARBERE

Date: 9/1/23

**TENANT:**

**CITY OF FORT PIERCE, FLORIDA**

By: \_\_\_\_\_

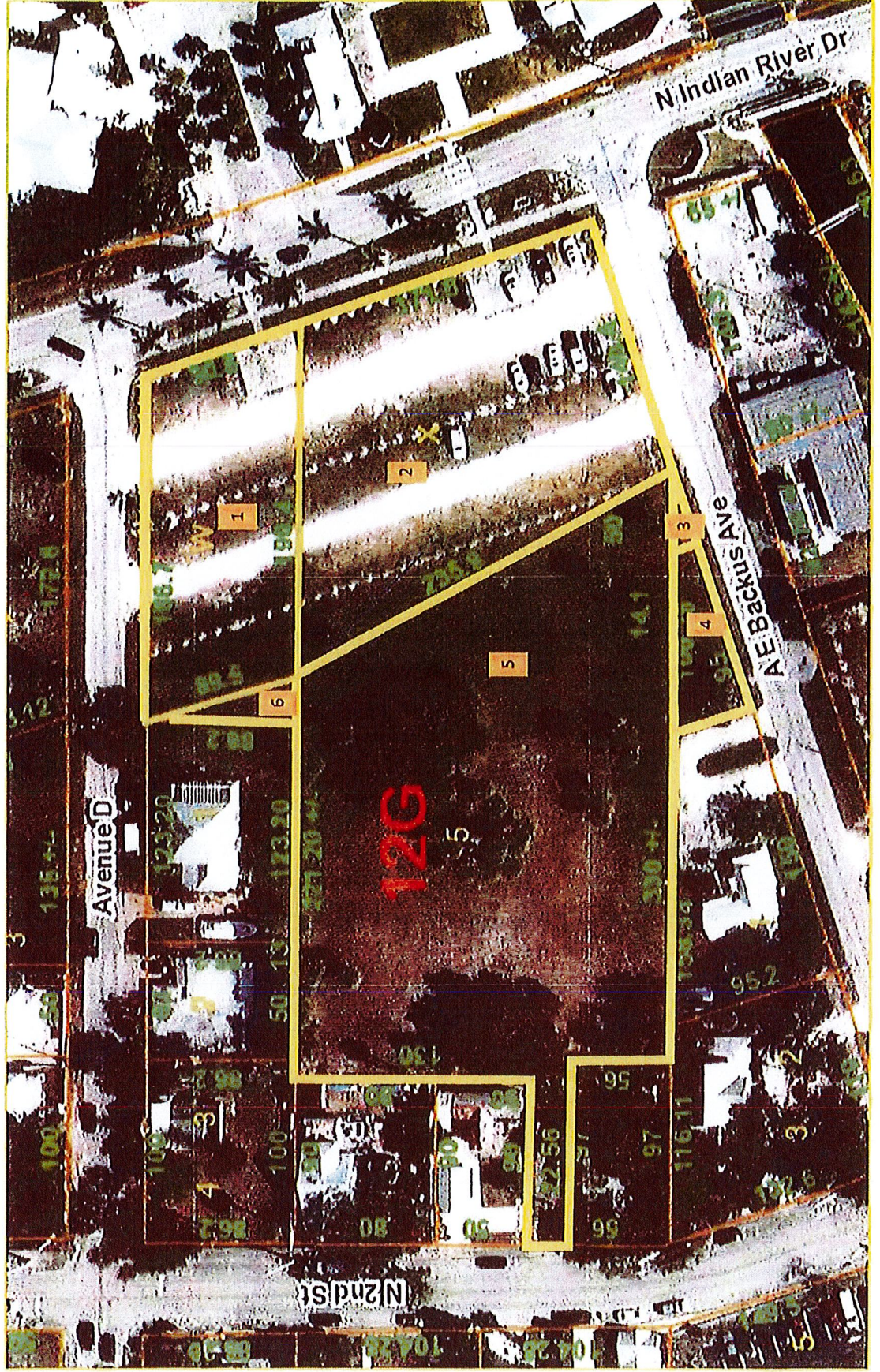
Linda Hudson, Mayor

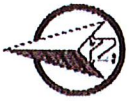
Date: \_\_\_\_\_

Exhibit "A"  
Proposed Lease Area

PARCEL LIST

1. 2403-801-0023-000-9 (existing)
2. 2403-801-0024-000-6 (existing)
3. 2410-503-0001-000-6
4. 2410-503-0002-000-3
5. 2403-705-0108-000-4
6. 2403-705-0104-000-6





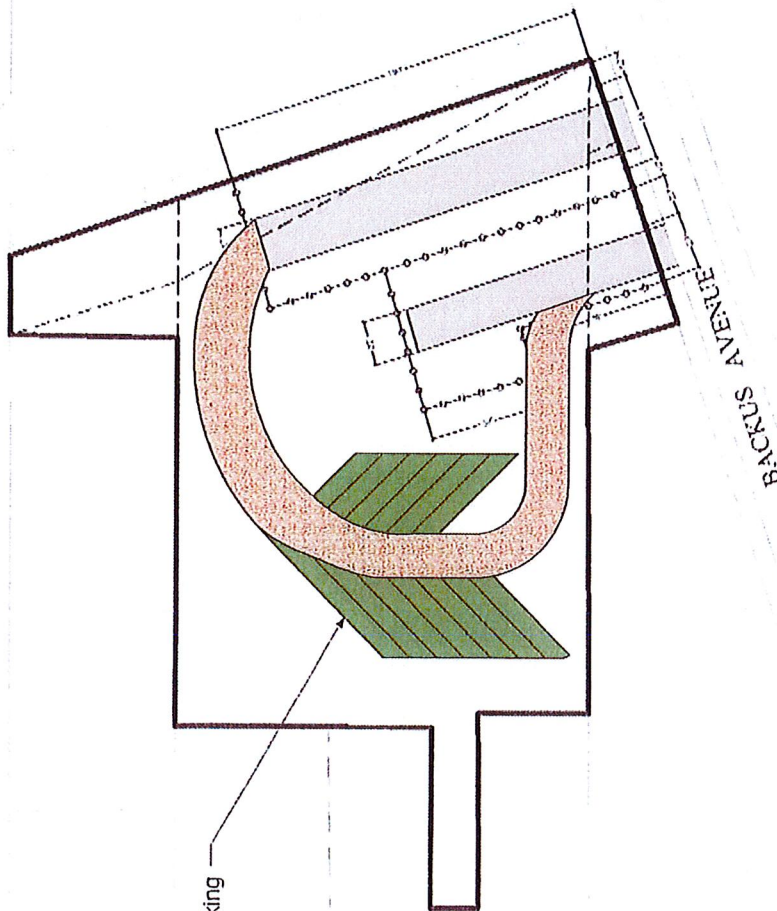
SCALE: 1" = 60'

TOTAL PROPOSED PARKING  
126 SPACES

# Exhibit "B" Proposed Parking Area

AVENUE "D"

INDIAN RIVER DRIVE



Proposed Trailer Parking

2ND STREET

BACKUS AVENUE

PROPOSED ADDITIONAL PARKING AT BACKUS AVENUE AND INDIAN RIVER DRIVE

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