

This instrument was prepared by  
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## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between **Brompton Road Partners, LLC**, (LESSOR), whose mailing address is 3530 Kraft Road, Suite 300, Naples, FL 34105, and the **City of Naples**, (LESSEE) whose mailing address is 735 8<sup>th</sup> Street South, Naples, Florida 34102.

### RECITALS

WHEREAS, in an effort to maximize parking capacity in the Fifth Avenue South Overlay District (the "District"), the City of Naples would like to encourage property owners, tenants, and their employees to use remote parking lots to free up parking spaces adjacent to businesses for patrons those businesses are intended to serve ("Employee Off Site Parking"); and

WHEREAS, special events in the District sometimes overwhelm the parking capacity within the District ("Special Events Off Site Parking"); and

WHEREAS, to date, the City has not had access to remote parking lots to accommodate either Employee Off Site Parking or Special Events Off Site Parking; and

WHEREAS, LESSOR has offered to make the westerly portion of the existing paved parking lot at Grand Central Station (nka Renaissance Village) cross hatched on the attached Exhibit "A" (the "Premises") constituting in the aggregate approximately 150 parking spaces available to the City for the 2007 – 2008 season to help meet the Employee Off Site Parking and Special Events Off Site Parking requirements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

#### ARTICLE I. Lease/Demised Premises

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the non-exclusive use of the Premises for municipal parking purposes as provided below.

#### ARTICLE 2. Term of Lease

The Lease shall be for a term beginning upon execution and delivery hereof and ending at Midnight on May 31, 2008 (the "Lease Term").

### ARTICLE 3. Rent

LESSEE agrees to pay as rent for the Premises for the term of this Lease the sum of \$1, payable in advance.

### ARTICLE 4. Default

Failure of LESSEE to comply with any provision of this Lease shall constitute a default, and LESSOR may, at its option, terminate this Lease after written notice to LESSEE and 30 day opportunity to cure such default, unless the default is cured within the notice period.

Failure of LESSOR to comply with any provision or covenant of this Lease shall constitute a default, and LESSEE may, at its option, terminate this Lease after written notice to LESSOR and 30 day opportunity to cure such default, unless the default is cured within the notice period.

### ARTICLE 5. Insurance/Control of Premises

LESSEE shall provide a Certificate of Insurance evidencing commercial general liability insurance. Said insurance may be in the form of a purchased policy of insurance or self-insurance or combination thereof. The insurance must be maintained during the course of this Agreement. Liability is subject to limitations of Florida Statutes 768.28. LESSEE shall also maintain Worker's Compensation coverage as required by law.

LESSEE shall be deemed to be in exclusive care, custody and control of the Premises during the periods of LESSEE'S possession thereof, and shall be solely liable for loss, including any applicable expenses and attorney's fees arising out of the use or occupation of the Premises during such periods except as may attributable to negligence or wrongdoing of LESSOR.

### ARTICLE 6. Subleases and Assignments; Improvements; Employees

This Lease shall not be assigned in whole or in part by LESSEE, nor shall the Premises nor any part thereof be sublet, nor shall any rights or privileges granted to LESSEE hereunder be sold, transferred, or assigned, without the prior written consent of LESSOR, and any such sale, transfer, or assignment shall be void and terminate this Lease at the option of LESSOR. Nor shall LESSEE construct any improvements upon the Premises without the prior written consent of LESSOR. LESSEE shall have no authority to employ any person, entity, or agent for or on behalf of LESSOR with respect to any activities carried out on the Premises by LESSEE under this Lease, and in no event shall any person or entity performing any duties or engaging in any work at the request or direction of LESSEE upon the Premises be deemed to be an employee or agent of LESSOR.

ARTICLE 7. Notices

Any notice which LESSOR or LESSEE may be required to give to the other party shall be in writing to the other party at the addresses listed above. The notice to LESSEE shall be to the attention of the City Manager.

IN WITNESS WHEREOF, the parties have hereunder set forth their hands and seals as of the date first written above.

**WITNESSES:**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

**AS TO LESSOR:  
Brompton Road Partners, LLC**

By: Sloan Street Partners, LLC, its  
Manager

By: \_\_\_\_\_  
Jack Antaramian, Manager

**AS TO LESSEE:**

**City of Naples**

By: \_\_\_\_\_  
Dr. Robert E. Lee, City Manager

\_\_\_\_\_  
Attest: Tara A. Norman, City Clerk  
Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
Robert D. Pritt, City Attorney