

## LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") entered into this 22<sup>nd</sup> day of May, 2014, between **McCabe Family Limited Partnership, LP**, a Florida limited partnership (LESSOR), whose mailing address is 699 5th Avenue South, Naples, FL 34102, and the **City of Naples** (LESSEE), whose mailing address is 735 8th Street South, Naples, FL 34102.

### RECITALS

**WHEREAS**, in an effort to accommodate parking in the area of the 5<sup>th</sup> Avenue South Business District; and

**WHEREAS**, parking for both visitors and employees is at a high premium; and

**WHEREAS**, the City has asked LESSOR and LESSOR has agreed, upon and subject to the terms and conditions hereinafter set forth, to lease the Premises to the City for public parking.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows:

#### ARTICLE I. Lease/Demised Premises

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the non-exclusive use of LESSOR'S property located at the southwest corner of 3<sup>rd</sup> Avenue South and 8<sup>th</sup> Street South, Naples, Florida, and comprising tax parcels 19011160001, and 19011280004 (the PREMISES) for public parking purposes as provided below.

#### ARTICLE 2. Term of Lease

The Lease shall be for a term from May 23, 2014 through October 31, 2014 (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 (One Dollar).

5.22.14 *RM*

#### 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 ten (10) days written notice to LESSEE, unless such 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 ten (10) days written notice to LESSOR, unless such default is cured within the notice period.

#### ARTICLE 5. Insurance

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 some combination thereof. The certificate of insurance shall list the LESSOR as an additional covered party and must be maintained and valid for the duration of the lease agreement.

#### ARTICLE 6. Right to Terminate

The LESSEE and the LESSOR shall be entitled to terminate this Lease upon ten (10) days written notice.

#### ARTICLE 7. Subleases and Assignments; Improvements; Employees

(a) 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;

(b) LESSEE shall not construct (or permit to be constructed) any improvements upon the Premises, except informational signage indicating the Premises is available for public parking, without the prior written consent of LESSOR.

(c) 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 (or with LESSEE'S authorization), and in no event shall any person or entity performing any duties or engaging in any work upon the Premises at the request or direction of LESSEE be deemed to be an employee or agent of LESSOR.

(d) Neither this Lease nor any short form, memorandum or other notice thereof shall be recorded in the Public Records of Collier County.

ARTICLE 8. 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.

ARTICLE 9. No Representations, Etc. Regarding Premises

LESSEE acknowledges and agrees that it is leasing the premises "as is" without representation, warranty or covenant (express or implied) by the LESSOR and subject to (a) the existing state of title, (b) any state of facts that an accurate survey or physical inspection might show, and (c) any violations of applicable law that may exist on the date hereof. Without limiting the generality of the preceding sentence, LESSOR has not made any representation, warranty or covenant (express or implied) concerning, and shall not have any liability whatsoever in connection with, the state of title to the premises or its value, habitability, condition, design, operation or fitness for the uses and purposes contemplated hereby, nor shall LESSOR be liable for any latent, hidden, or patent defect therein or the failure of the premises, or any part thereof, to comply with any applicable law.

ARTICLE 10. Governing Law; Attorney's Fees

(a) This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

(b) If it becomes necessary for either party to employ the services of an attorney to enforce its rights under this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGES FOLLOW

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


WITNESSES:

  
Witness

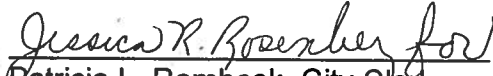
  
Witness

AS TO LESSOR:

McCabe Family Limited  
Partnership, LP

  
5.22.14

ATTEST:

  
Patricia L. Rambosk, City Clerk

AS TO LESSEE:

City of Naples

  
A. William Moss, City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Robert D. Pritt, City Attorney

**CERTIFICATE OF COVERAGE**

ISSUED ON: 5/9/2014

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: **PX FL1 0112002 13-11**

COVERAGE PERIOD: **10/1/2013 TO 10/1/2014 12:01 AM**

**COVERAGES:** This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder  
**McCabe Family Limited Partnership, LP**  
 699 5th Avenue South, Naples, FL 34102

*Designated Member*  
**City of Naples**  
**735 Eighth Street South**  
**Naples, FL 34102**

**LIABILITY COVERAGE**

**X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury**

Limit \$2,000,000                      \$200,000 SIR

**X Public Officials Liability**

Limit \$1,000,000                      \$200,000 SIR

**X Employment Practices Liability**

Limit \$1,000,000                      \$200,000 SIR

**X Employee Benefits Liability**

Limit \$2,000,000                      \$200,000 SIR

**X Law Enforcement Liability**

Limit \$2,000,000                      \$200,000 SIR

**WORKERS' COMPENSATION COVERAGE**

**X Self Insured Workers' Compensation**

\$350,000 Self Insured Retention

**X Statutory Workers' Compensation**

**X Employers Liability**

\$1,000,000 Each Accident

\$1,000,000 By Disease

\$1,000,000 Aggregate Disease

**PROPERTY COVERAGE**

**X Buildings & Personal Property**

Per schedule on file with              \$25,000 Deductible  
 Trust Limit

*Note: See coverage agreement for details on wind, flood, and other deductibles.*

**X Rented, Borrowed and Leased Equipment**

Limit \$50,000 TIV                      See Schedule for Deductible

**X All other Inland Marine**

Limit \$3,183,234 TIV                      See Schedule for Deductible

**AUTOMOBILE COVERAGE**

**Automobile Liability**

Limit \$2,000,000                      \$200,000 SIR

**X All Owned**  
 Specifically Described Autos

**X Hired Autos**

**X Non-Owned Autos**

**Automobile Physical Damage**

**X Comprehensive** See Schedule for Deductible

**X Collision** See Schedule for Deductible

**X Hired Auto** with limit of \$35,000

**Garage Keepers**

Liability Limit

Liability Deductible

Comprehensive Deductible

Collision Deductible

**NOTE:** The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.

**Description of Operations/ Locations/ Vehicles/Special items:**

McCabe Family Limited Partnership is listed as an additional covered party per the attached PGIT 902 (10 09) for the City's lease of property located at the southwest corner of 3rd Avenue South and 8th Street South, Naples, Florida, for public parking purposes.

*This section completed by member's agent, who bears complete responsibility and liability for its accuracy.*

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

**Administrator**  
**Public Risk Underwriters®**  
**P.O. Box 958455**  
**Lake Mary, FL 32795-8455**

**Producer**  
**Public Risk Insurance Agency**  
**P. O. Box 2416**

**Daytona Beach, FL 32115**

**CANCELLATIONS**  
 SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES



**AUTHORIZED REPRESENTATIVE**

*Per 5.22.14*

# PUBLIC ENTITY

## AUTOMATIC ADDITIONAL COVERED PARTIES

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT 300**, the **GENERAL LIABILITY COVERAGE FORM, PGIT 200** and the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT 104**

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

X **ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**  
**SECTION I - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written "insured contract" to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of your operations, "your work" or facilities owned or used by you.

The coverage afforded to the Additional Covered Party does not apply:

- (1) Unless the written "insured contract", agreement or permit was executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury,"
- (2) To any person(s) or organization(s) included as a Covered Party under this coverage agreement or by an endorsement made part of this coverage agreement.

X **ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**  
**SECTION II - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written equipment lease or rental agreement to name as a Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

*Ph 5.22.14*

X **ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES**  
**SECTION II - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written agreement to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of the "premises" leased to you by such person(s) or organization(s).

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to be a tenant in that "premises";
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

**Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of the Covered Party's sovereign immunity nor shall any provision of this agreement increase the liability of the covered party, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, Florida Statutes.**