

CITY OF MARIANNA  
MARIANNA, FLORIDA 32446

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2022, by and between the CITY OF MARIANNA, a Florida Municipal corporation, whose address is PO BOX 936, Marianna, FL 32447 herein called the "LESSEE", and DANNY RAY SYLVESTER, whose address is 4285 Forehand Lane, Marianna, FL 32448, herein called the "LESSOR", the following terms and conditions shall govern the rental by LESSOR of certain real property to LESSEE, as further described herein.

1. TERMS. This agreement shall commence on the **1st day of September 2022** and remain in effect for a period of TWENTY-FIVE (25) years. Thereafter, this agreement may be renewed provided all obligations of this agreement have been met and both parties mutually agree in writing.

2. PREMISES. The premises rented shall be the property located at JACKSON STREET within the City of Marianna and further described as follows:

**ATTACH LEGAL – MULTIPLE PARCELS**

(the "Premises") together with reasonably necessary rights of access across LESSOR'S adjoining property, including any keys and codes as may be required for access.

3. RENT. LESSEE shall pay, as rent for the use of the Premises, the amount of \$1.00. per year, plus any and all applicable commercial rental taxes, payable in advance on the first day of each TWENTY-FIVE-year term September 1, 2022, to the address of the Lessor. If Lessee shall fail to pay, when the same is due and payable, any rent, such unpaid amount shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum.

4. USE OF PREMISES. The Premises shall be used and occupied by LESSEE for the construction and use of a "public" **PARK**.

5. CONDITION OF PREMISES; ALTERATIONS. The Premises is unimproved vacant property that is owned by LESSOR. LESSEE covenants and agrees not to install any fixtures or make any alterations, additions, or improvements, to the Premises without the written consent of the LESSOR, which shall not be unreasonably denied.

6. MAINTENANCE OF PREMISES. **LESSEE AND LESSOR** shall maintain cleanliness and neatness in and around the property

7. ENVIRONMENTAL COMPLIANCE. After the effective date and during the term hereof

(1) Lessee shall, at Lessee's expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of hazardous substances relating to the leased

premises (the "laws")

(2) Lessee shall, at Lessee's expense, make all submissions to, provide all information required by and comply with all requirements of all governmental authorities (the "authorities") under the laws.

(3) If any lawful authority demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge or other release of hazardous substances caused by Lessee that occurs during the term, at or from the leased premises, or which arises at any time from Lessee's use or occupancy of the leased premises, then Lessee shall, at Lessee's expense, prepare and submit the required plans and all related bonds and other financial assurance; and Lessee shall carry out all work required by such clean-up plans.

(4) Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of hazardous substances by Lessee at or from the leased premises that is reasonably required by Lessor. If Lessee fails to fulfill any duty imposed under this paragraph, within a reasonable time, Lessor may do so; and in such case, Lessee shall cooperate with Lessor in order to prepare all documents Lessor deems reasonably necessary or appropriate to determine the applicability of the laws to the leased premises and Lessee's use of them, and for compliance with the laws, and Lessee shall execute all lawful and necessary documents promptly upon Lessor's request. No such action by Lessor and no attempt made by Lessor to mitigate damages under any law shall constitute a waiver of any of Lessee's obligations under this paragraph.

(5) Lessee's obligations and liabilities under this paragraph and 14 shall survive the expiration or termination of this lease.

8. ENVIRONMENTAL INDEMNITY. Lessee shall indemnify, defend and hold harmless Lessor and its officers, directors and employees from all fines, suits, procedures, claims and actions of every kind and all reasonable costs associated with such claims (including reasonable attorneys' and consultants' fees) to the extent caused by any deposit, spill, discharge or other release of hazardous substances that occurs during the term hereof at or from the leased premises caused by Lessee, as a result of Lessee's use or occupancy of the leased premises, or from Lessee's failure to provide all information reasonably and lawfully required, make all submissions and take all actions required by all lawful authorities under the laws and all other environmental laws. Lessee's obligations and liabilities under this paragraph shall survive the expiration or termination of this lease

9. LIABILITIES. LESSOR hereby expressly disclaims any personal injury received in or about the Premises or property.

10. LESSEE'S LIABILITY FOR ACCIDENTS. To the extent allowable by law and without waiving the privileges, immunities and limits on liability contained in Florida Statute 768.28, LESSEE shall assume all liability and shall indemnify LESSOR for any injury or damages that may arise from any accident that occurs in, on, or about the Premises in any area under the control of LESSEE and which are due to the acts or omissions of LESSEE or its agents, employees or invitees.

11. INSURANCE. LESSEE shall, at its cost, maintain comprehensive liability insurance, including public liability and property damage, insuring LESSEE and LESSOR for at least \$ 200,000 for each bodily injury, \$200,000 per occurrence and \$0.00 for property damage. A copy of the certificate of insurance shall be provided to LESSOR. LESSEE shall provide a written stipulation from insurers to notify LESSOR in writing at least 30 (thirty) days prior to cancellation or refusal to renew any policy. If the insurance is not kept in force during the entire term of this lease or any extension of this lease, LESSOR may procure the necessary insurance and pay the premium for it, and the premium shall be repaid by LESSEE to LESSOR as and additional rent installment for the month following the date on which the premiums were paid by LESSOR.

12. RIGHTS AND DUTIES OF PARTIES IN EVENT OF LITIGATION. If LESSOR is made a party defendant to any litigation concerning this agreement or the Premises or the occupancy of the premises by LESSEE, then LESSEE shall indemnify LESSOR against all liability by reason of such litigation. In the event either LESSOR or LESSEE shall bring any action or proceeding for damages for an alleged breach of any provision of this agreement, to recover rents, or to enforce, protect or establish any right or remedy of either party, the prevailing party shall be entitled to recover as part of such action or proceeding reasonable attorneys' fees and court costs. Any dispute between the parties shall be resolved by a non-jury trial in Jackson County, Florida by a judge of 14<sup>th</sup> Judicial Circuit.

13. TERMINATION. LESSOR may terminate this agreement, upon the occurrence of any of the following, which shall constitute a breach of this agreement by the LESSEE: (a) Failure to pay rent by the 10th day of the month; or (b) LESSEE has failed to comply with any condition of this agreement and has not reasonably corrected the deficiency following ten (10) days prior written notice by the LESSOR.

14. INTEGRATION. This agreement constitutes the entire agreement between the parties, and as of its effective date, supersedes any and all independent agreements between the parties related to the renting of the Premises. Any change or modification hereof must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

LESSEE:

CITY OF MARIANNA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Mayor-Commissioner

Attest:

\_\_\_\_\_  
City Clerk

State of Florida  
County of Jackson

THE FOREGOING INSTRUMENT was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as the duly authorized and acting Mayor of the City of Marianna and on behalf of the City and who ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as identification and who did not take an oath.

NOTARY PUBLIC

Printed Name: \_\_\_\_\_  
State of Florida at Large  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Signed, Sealed and Delivered  
in the Presence of:

**LESSEE:**

BY: \_\_\_\_\_

\_\_\_\_\_  
First Witness Signature

ITS: \_\_\_\_\_

\_\_\_\_\_  
Printed or Typed Name of First Witness

\_\_\_\_\_  
Second Witness Signature

\_\_\_\_\_  
Printed or Typed Name of Second Witness

State of Florida  
County of Jackson

THE FOREGOING INSTRUMENT was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as the duly authorized and acting \_\_\_\_\_ for \_\_\_\_\_, a Florida for profit corporation and who ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as identification and who did not take an oath.

NOTARY PUBLIC

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
State of Florida at Large  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

