

LEASE AGREEMENT FOR PARKING LOT AT 210 WEST SILVER SPRING BLVD

THIS AGREEMENT is entered into this ____ day of _____, 2023 by and between **DOMACH LLC** Florida limited liability company, located at 125 NE 1st Avenue, Suite 1, Ocala, Florida 34470 ("Owner") and the **CITY OF OCALA**, a Florida municipal corporation ("City").

WHEREAS:

- A. Owner possesses the following described real property located at 210 W. Silver Springs Boulevard, in Marion County, Florida (Parcel # 2854-025-001) as more particularly described on **Exhibit A** attached hereto;
- B. Operation of a public parking facility would mutually benefit the Owner, City, and the citizens of Ocala and Marion County, Florida.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

- 1. **Property.** Owner hereby leases to the City Parcel # 2854-025-001 to operate as a parking lot of approximately 60 spaces to serve the public (hereinafter referred to as the "Property").
- 2. **Term.** The term of this lease shall be for **14 months**, beginning **September 1, 2023**, and concluding **October 31, 2024**, and shall be subject to the termination and renewal provisions set forth herein.
- 3. **Termination.**
 - 3.1. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-defaulting party may, at its option, terminate this Agreement by giving written notification thereof to the other party.
 - 3.2. The Owner may terminate the lease at any time without cause by providing the City with at least ninety (90) days written notice.
 - 3.3. The City may terminate the lease at any time without cause by providing the Owner with at least ninety (90) days written notice.
 - 3.4. Termination of this Agreement shall have no effect upon the rights of the parties which accrued prior to termination. Compensation to the Owner will be prorated per day based on the duration of the termination period.

4. **Payment.** The City shall pay a monthly rent of \$2,500.00 to the owner.
5. **Use of Property.** The City shall utilize the Property for a public parking lot.
6. **Owner Shall:**
 - 6.1. Provide City with access to the Property, seven days a week at all hours.
 - 6.2. Allow City to operate a parking lot and the ability to charge for parking at the City's discretion.
7. **City Shall:**
 - 7.1. Patch and stripe the surface of the lot, if needed.
 - 7.2. Provide and maintain parking signage at the City's sole expense.
 - 7.3. Provide routine maintenance services, including weekly trash pick-up.
 - 7.4. Operate the lot seven days a week, at hours designed by the City.
 - 7.5. Agree to assume liabilities for which the City is found to be legally liable, not to exceed that imposed upon the City as provided for in Florida Statute §768.28, during City operating hours.
 - 7.6. Provide enforcement services and retain all revenues derived from enforcement services.
 - 7.7. Install and maintain yard lights, if needed.
8. **Indemnification and Insurance.**
 - 8.1. City agrees that Owner shall not be held responsible or liable to City, City's employees, patrons, customers, invitees, licensees, or others for any damage to personal property or personal injury caused by or arising out of City's operation, conduct and use of the Property, any appurtenant area or the acts or omissions of City, their employees, patrons, customers, invitees, licensees or others or by catastrophe. City shall hold Owner harmless and indemnify Owner from and against all liability, damages, costs and attorneys' fees, injury, actions or causes of action whatsoever suffered or arising out of the operation, conduct, and use of the Property, other than those damages, costs and attorneys' fees, injuries, actions or causes of action arising from Owner's or Owner's agents' negligence or intentional acts. The City's obligation to indemnify is limited, however, and shall not exceed the sum of \$200,000 for any claim or judgment

by any one person, or portions thereof, which, when totaled with all other claims or judgments paid by City arising out of the same incident or occurrence, exceeds the sum of \$300,000, as set forth in Florida Statute §768.28. Nothing in this contract is intended to waive the sovereign immunity protections provided to the City of Ocala pursuant to Florida law. The City of Ocala is a self-insured entity pursuant to City Council Resolution 92-84 up to the limits of liability set forth in Florida Statute §768.28. The self-insurance program includes Workers' Compensation, General and Automobile liability coverage for all liabilities or damages for which the City of Ocala is found legally liable. This self-insurance program is administered through the Human Resources & Risk Management Office. City shall also be responsible for carrying such insurance as City may desire to carry to protect City's own machinery, equipment, personal property and other property situated on the Premises. Any insurance to be provided hereunder by City may be affected by a policy or policies of blanket insurance covering additional items or locations of such insured, provided that the requirements of this Agreement are otherwise satisfied.

- 8.2. City, as a material part of the consideration to be rendered to Owner, hereby waives all claims against Owner for damages to goods, wares, and merchandise, in, upon, or about said Property or any appurtenant area and for injuries to persons, in, upon, or about said Property or appurtenant area, from any cause whatsoever arising at any time (other than those damages or injuries arising from Owner's or Owner's agents' negligence or intentional acts), and City will hold Owner exempt and harmless from any liability, loss, cost and obligation on account of any damage or injury to any person, or to the goods, wares and merchandise of any person, arising in any manner from the use or occupancy of the Property or appurtenant area by the City (other than those damages or injuries arising from Owner's or Owner's agents' negligence or intentional acts).
9. **Notices.** All notices, certifications, or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Owner:

Navroz F. Saju
DOMACH, LLC
125 NE 1st Avenue, Suite 1
Ocala, Florida, 34470
Email: _____
PH: _____ FAX: _____

If to City:

Daphne M. Robinson, Esq,
Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue
Ocala, Florida 34471
E-Mail: drobinson@ocalafl.org
PH: 352-629-8343 FAX: 352-629-8470

Copy to:

William E. Sexton
City Attorney
110 SE Watula Avenue
Ocala, Florida 34471
Email: wsexton@ocalafl.org
PH: 352-401-3972 FAX:

10. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
11. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance, and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this

Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

12. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

13. **Relationship of Parties.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Owner in the conduct of its business, or otherwise, or to cause the City to become or be deemed a joint adventurer or member of a joint enterprise with Owner, as City is and shall remain and independent contractor by reason of this Agreement.

14. **Attorney's Fees.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

15. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
16. **Rights of Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
17. **Assignment.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
18. **No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
19. **Electronic Signature(s).** Owner, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
20. **Entire Agreement.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
21. **Legal Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party



for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

William E. Sexton
Assistant City Attorney

Navroz F. Saju
DOMACH, LLC

EXHIBIT A

Marion County Tax Parcel Identification Number (2854-025-001):

Legal Description

Commencing at the Northeast corner of Block 25, Old Survey Ocala, thence West 164 feet, thence South 112 feet, thence East 164 feet, thence North 112 feet to the Point of Beginning, as recorded in the Public Records of Marion County, Florida; Less and except Road Right of Way; and Less and except that portion conveyed to the City of Ocala in Book 5, Page 85, Public Records of Marion County, Florida. Said Old Survey of Ocala recorded in Plat Book E, Page 1 and 2, Public Records of Marion County, Florida.

AND

Beginning 47 1/2 feet West of the Southeast corner of Block 25, Old Survey as per Plat thereof recorded in Plat Book E, Page 2, Public Records of Marion County, Florida, thence North 112 feet, thence West 47 1/2 feet, thence South 112 feet, thence East 47 1/2 feet to the Point of Beginning. Except the North 7 feet which was conveyed to the City of Ocala in Deed recorded in Book 5, Page 85, Public Records of Marion County, Florida.

AND

Commence 77 feet East of the Southwest corner of Block 25, Old Survey, thence East 27 feet; thence North 112 feet; thence West 27 feet; thence South 112 feet to the Point of Beginning in the City of Ocala.

AND

The East 47-1/2 feet of the South 112 feet of Block 25, Old Survey of the City of Ocala, as per Plat thereof recorded in Plat Book E, Page 2, Public Records of Marion County, Florida.

AND

Commencing 95 feet West of the Southeast corner of Lot 4, Block 25, Old Survey, City of Ocala, Florida, as per Plat thereof recorded in Plat Book E, Pages 1 and 2; thence West 25 feet; thence North 112 feet; thence East along said North boundary 25 feet; thence South to the Point of Beginning.

AND

Commencing 50 feet East of the Southwest corner of Block 25, Old Survey; thence North 112 feet; thence East 27 feet; thence South 112 feet; thence West 27 feet to the Point of Beginning. All being in Old Survey Ocala, as per Plat thereof recorded in Plat Book E, Pages 1 and 2, Public Records of Marion County, Florida.

Except the North 7 feet of all property which was conveyed to the City of Ocala in Deed recorded in Book 5, Page 85, Public Records of Marion County, Florida.