

This instrument prepared,
without review of title or opinion of title, by:
Zachary W. Lombardo, Esq.
Woodward, Pires & Lombardo, P.A.
3200 Tamiami Trail North, Suite 200
Naples, FL 34103
Property Appraiser's Parcel Identification Numbers:
57361320003 and 57361280004

THIS SPACE RESERVED FOR RECORDING

OFF STREET PARKING LEASE AND PEDESTRIAN INTERCONNECT AGREEMENT

This agreement is made as of ____ day of _____ 2024 ("Effective Date")
by and between, **297 N COLLIER LLC**, ("297 N Collier") and **OLIVERIO INVESTMENT
AND CONSULTING INC**, ("287 N Collier") (each referred to herein as a Party and
collectively referred to herein as the "Parties").

RECITALS

Whereas, 297 N Collier owns certain premises located on Marco Island known as
Collier County Parcel Number 57361280004, legally described as:

**Lot 2, Block 224, Marco Beach Unit Six, a subdivision according to the
plat recorded in Plat Book 6, pages 47 through 54, Public Records of
Collier County, Florida,**

(hereinafter "297 N Collier Property"). The 297 N Collier Property contains certain
demarcated surface parking spaces, as shown on Exhibit "A" (the "297 N Parking
Spaces");

Whereas, 287 N Collier owns certain premises located on Marco Island known as
Collier County Parcel Number 57361320003, legally described as:

**Lot 3, Block 224, Marco Beach Unit Six, a subdivision according to the
plat recorded in Plat Book 6, pages 47 through 54, Public Records of
Collier County, Florida,**

(hereinafter "287 N Collier Property"). The 287 N Collier Property contains certain
demarcated surface parking spaces, as shown on Exhibit A (the "287 N Parking Spaces");

Whereas, the 297 N Collier Property and the 287 N Collier Property shall each be
referred to as a "Parcel" and collectively as the "Parcels". There is planned to be a
pedestrian interconnect between the Parcels (the "Interconnect").

Whereas, The Parties shall also be referred to as the Lessor with regard to the

Parcel it owns, and the Lessee with regard to the Parcel it leases by this agreement.

Whereas, the City Attorney of the City of Marco Island, pursuant to section 30-484(a)(2)a., Marco Island, Florida Code of Ordinances, has reviewed this Agreement for form and legal sufficiency and approved same.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Recitals:** The above recitals are true and correct and are hereby incorporated by reference.
2. **Off Street Parking Lease and Pedestrian Interconnect:** The Parties hereby grant to each other, and their respective tenants, contractors, employees, agents, customers, licensees, and invitees, and the subtenants, contractors, employees, agents, customers, licensees, and invitees of such tenant, for the benefit of each other, reciprocal and nonexclusive leases for (i) parking, (ii) ingress and egress from each of the Parcels to a public roadway, and (iii) the passage and accommodation of pedestrians from Parcel to Parcel with respect to the use of the 287 N Parking Spaces, the 297 N Parking Spaces, and the Interconnect as depicted on Exhibit "A."
3. **Term:** The term of this Agreement shall commence on the Effective Date and continue for a Ten (10) year period (the "Initial Term"), and shall automatically renew thereafter for Four (4) successive Ten (10) year periods (the "Renewal Terms") unless otherwise terminated. This Agreement shall terminate and become null and void after the end of the Initial Term, and each Renewal Term should either Party receive written notice provided at least Ninety (90) days prior to the end of the term from the other (hereinafter Termination Notice"). If no such notice is received by either Party, then this Agreement shall renew until terminated as provided above or by written mutual agreement. A copy of any Termination Notice shall be sent to the City of Marco Island City Manager with a copy to the Marco Island City Attorney.
4. **Provision for Required Parking – IF AND WHEN THIS AGREEMENT EXPIRES OR TERMINATES, THE PROPERTY OWNER REQUIRING THE OFF-STREET PARKING, THE OWNER OF THE 297 N COLLIER PROPERTY, SHALL MAKE OTHER PROVISIONS FOR THE REQUIRED PARKING.**
5. **Lease Payment:** The lease payment for the first term of this Agreement shall be Ten and No/100 Dollars (\$10.00) payable by Lessee to Lessor, receipt which is hereby acknowledged, along with the mutual promises made herein to each other. Each lease payment shall be paid in advance on or before the first day of each lease term under this Agreement.
6. **Responsibility:** This Agreement is one of leasing property and is not a bailment. Lessee shall assume full responsibility for its vehicles and those of its employees, agents, and invitees, and the contents of the vehicles. Lessee, as a material part of

the consideration to be rendered to Lessor under this Agreement, to the extent permitted by law, hereby waives all claims against Lessor, its agents, servants, or employees for loss, theft, or damage to property and for injuries to persons in, on, or about the Parking Spaces, and Lessee shall indemnify, defend, and hold Lessor, its agents, servants, and employees exempt and harmless from and on account of any damage or injury to any person, or to the property, goods, wares, and merchandise of any person, arising from the use of the Parking Spaces by Lessee, its agents, servants, employees, contractors, members, invitees, or Lessees. Lessee shall carry liability insurance policy in a minimum amount of \$1,000,000.00 naming Lessor as an additional insured.

7. **Risk:** Particularly, but not in limitation of the foregoing paragraph, all property belonging to Lessee or any user of the Parking Spaces which is located in the Parcels shall be there at the risk of Lessee or such other person only, and except for the deliberate act of Lessor or its agents or employees, Lessor, its agents, or employees shall not be liable for injury to persons or damage to or theft of or misappropriation of such property by any means whatsoever. Lessee shall give prompt notice to Lessor in case of any such injury, damage, theft, or misappropriation. In case any action or proceeding should be brought against Lessor by reason of any obligation on Lessee's part to be performed under the terms of this Agreement or arising from any act or negligence of the Lessee, or of its agents or employees, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor.
8. **Subordination:** This Agreement and the rights of Lessee under it shall be and are here made subject and subordinate to the lien of any mortgage, mortgages, or deeds of trust now or hereafter existing against the Premises, or any part or parts of it, and to all renewals, modification, consolidation, replacements, and extensions and to all advances made or hereafter to be made upon the security.
9. **Sale:** In the event of a sale or conveyance by a Lessor of its interest in the Parking Lot, the same shall operate to release Lessor from any future liability upon any covenants or conditions, express or implied, herein contained in favor of Lessee, and in such event, Lessee agrees to look solely to the responsibility of the successor in interest of Lessor in and to this Agreement. Lessee agrees to attorn to the purchaser or assignee. Upon the sale of either the 297 N Collier Property or the 287 N Collier Property, the Parties shall provide notice of the sale to the City of Marco Island City Manager, and provide for the assignment of the Lease to the purchaser of the respective party (the "Assignment"). Such Assignment shall be recorded in the public records of Collier County. A copy of the recorded Assignment shall be provided to the City of Marco Island City Manager.
10. **Compliance:** The parties agree that each party will comply and cause the Parking Spaces and any improvements located thereon, to comply with (a) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, resolutions and ordinances affecting the Parking Area or any part thereof, or the use

thereof, and the requirements of all policies of commercial general liability insurance which may be in force from time to time with respect to the parking spaces. Either party may, at its own expense construct an interconnection between the parking lots, at the location agreed to by both parties, in order to facilitate parking under this agreement.

11. **Amendment:** This Agreement may not be amended or modified except in writing, executed by the Parties, and approved by the City Attorney of the City of Marco Island, pursuant to section 30-484(a)(2)a., Marco Island, Florida Code of Ordinances, for form and legal sufficiency, under then applicable ordinances.

12. **Covenants Running with the Land:** The lease created by this Agreement shall run with the land, and shall be binding on the Parties, subsequent purchasers, lessors, lessees, and their successor and assigns.

13. **Recordation:** This Agreement shall be recorded in the Collier County Public Records. A copy of the recorded Agreement shall be provided to the City of Marco Island.

14. **Miscellaneous:**

a. **Severability** – If any term or provision of this Agreement, other than sections 2 and 4, shall to any extent be held to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

b. **Mutual Drafting** – This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

c. **Headings** – The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

d. **Successors and Assigns** – The covenants and conditions here contained shall apply to and bind the respective heirs, successors, executors, administrators, and assigns of the Parties. The terms "Lessor" and "Lessee" shall include the successors and assigns of either party.

e. **Governing Law and Venue** – This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Collier County, Florida.

f. **Entire Agreement** – This Agreement constitutes the entire contract between the Parties and any prior written or verbal agreements are without effect;

any alteration, change or additions to this Agreement must be signed by all parties and executed in the form in which this Agreement is executed.

Signatures on following pages.

IN WITNESS WHEREOF, the parties have executed this Agreement for the purposes herein expressed the day and year first above written.

Signed, sealed and
Delivered in the presence of:

297 N COLLIER LLC
a Florida limited liability company

By:

Print name: _____
Address: _____

Signature _____

Print Name: _____

Print name: _____
Address: _____

Print Title: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged by means of ☐ physical presence or
☐ online notarization, on this ____ day of _____, 2024, by
_____ as _____ of **297 N COLLIER LLC**, a Florida
limited liability company, and ☐ who is personally known or ☐ has produced
_____ as identification.

Notary Public

Print Name: _____

Commission Number: _____

Commission Expires: _____

Signed, sealed and

Delivered in the presence of:

Print name: _____

Address: _____

Print name: _____

Address: _____

**OLIVERIO INVESTMENT AND
CONSULTING INC**

a Florida corporation

By:

Signature

Print Name: _____

Print Title: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged by means of ☐ physical presence or
☐ online notarization, on this ____ day of _____, 2024, by
_____ as _____ of **OLIVERIO INVESTMENT AND
CONSULTING INC**, a Florida corporation, and ☐ who is personally known or ☐ has
produced _____ as identification.

Notary Public

Print Name: _____

Commission Number: _____

Commission Expires: _____

EXHIBIT A

PERMIT
APPLICATION
SET - NOT FOR
CONSTRUCTION

Pedestrian Interconnect

287 N Collier

297 N Collier