Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE SECOND EXTENSION TO THE RESIDENTIAL LEASE BETWEEN THE CITY AND A MONROE COUNTY SHERRIFF'S OFFICER FOR A PERIOD OF ONE YEAR; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") and A Monroe County Sherriff's Officer Imalay Diaz ("Tenant") currently have a lease agreement for the City owned residence located at Sombrero Beach; and

WHEREAS, both parties desire to extend the lease agreement for an additional year; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Residential Lease between the City and Tenant, attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to sign the amendment on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14th DAY OF JULY, 2026

THE CITY OF MARATHON, FLORIDA

Mayor Lynny Del Gaizo

AYES: Still, Landry, Matlock, Struyf, Del Gaizo
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

Steve Williams, City Attorney

RESIDENTIAL LEASE

THIS RESIDENTIAL LEASE (the "Lease") made and entered into this 15 day of July, 2026, by and between the CITY OF MARATHON, a Florida municipal corporation (the "Landlord" or the "City") and _Imalay Diaz__, an individual (the "Tenant").

RECITALS:

1. Landlord owns the property described on Exhibit "A" attached hereto (the "Property"); and

2. Tenant desires to lease from Landlord, and Landlord is willing to lease to Tenant, that certain residential home located on the Property, and upon and subject to all terms, covenants, conditions and provisions set forth below.

3. In an effort to ensure the Tenant's ability to meet the requirements of this lease, the Landlord at it's sole cost may request a credit report on any potential tenant prior to Landlord or City approval of this lease.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereby agree as follows:

ARTICLE 1. Demise; Term; Commencement Date.

1.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the Term (as herein defined), that certain residential structure as shown on Exhibit "B" attached hereto and made a part hereof (the "Premises") located on a portion of the Property, together with the right to use certain portions of the Property as set forth herein, and subject to the obligation to patrol the Property as set forth herein.

1.2 The term (the "Term") of this Lease shall be Twelve (12) months commencing on July 15, 2026 (the "Commencement Date") and expiring on July 15, 2027 (the "Expiration Date").

1.4 Upon the expiration of the Term or any earlier termination of this Lease, Tenant shall quit and surrender to Landlord the Premises in the condition required under this Lease, excepting ordinary wear and tear.

ARTICLE 2. Rent.

2.1 Tenant agrees to pay Landlord fixed rent, plus any applicable sales taxes (collectively hereinafter referred to as the "Rent") for the Term in the amount of Twelve Thousand and 00/100 Dollars ($12,000.00) payable in monthly installments commencing on the Commencement Date and continuing to and including the Expiration Date in the amount of One Thousand and 00/100 Dollars ($1,000.00) each.

2.2 Each monthly installment of Rent shall be paid, in advance, on or before the 15th day of the month for which such monthly installment of Rent shall be due. In addition to Rent, Tenant shall pay a late charge in the amount of $50.00 for each Rent payment made more than four (4) days after the day it is due.

2.3 Tenant shall pay all Rent to Landlord at the following address: City of Marathon, 9805 Overseas Highway, Marathon, FL 33050, or at such other place as Landlord may designate. All Rent shall be paid in lawful money of the United States by unendorsed cheek drawn to Landlord's order, on a Florida bank. If Landlord receives any check from Tenant which is returned by Tenant's bank for insufficient funds, Landlord shall have the right (without limiting any other right or remedy of Landlord) to require that all checks thereafter be bank certified or cashier's checks. All bank service charges resulting from any returned checks shall be borne by Tenant and payable upon demand (not to exceed the amount prescribed by Florida Statutes section 68.065).

ARTICLE 3. Condition of Premises. Tenant has inspected the Premises, knows the condition thereof, accepts the Premises in its "as is" condition, and acknowledges that Landlord has made no warranties or representations with respect to the condition Premises or legal status thereof, except as expressly set forth in this Lease.

ARTICLE 4. Utilities.

4.1 Water, sewer, electricity and trash collection. Landlord shall pay for electricity, water and sewer service and trash collection serving the Premises during the Term of this Lease, and Tenant shall reimburse Landlord, as additional Rent, within fifteen (15) days following Landlord's delivery to Tenant of a copy of such utility bills.

4.2 Other Utilities. All other utilities and services to be provided to, or which shall be necessary for the conduct of, Tenant's occupancy of the Premises, including, but not limited to, cleaning, telephone, Internet, cable television, facsimile, alarm service and mail shall be separately arranged and paid for by Tenant and Tenant shall be responsible for maintaining all such utilities and services. Tenant shall be responsible for any deposits required in connection with any utilities or services provided to the Premises.

ARTICLE 5. Use, Certain Representations.

5.1 The Premises shall be used for single-family residential purposes by Tenant and his/her immediate family. Overnight guests of Tenant are limited to a maximum of 72 hours. In addition to the Premises, during the Term hereof, Tenant shall be authorized to utilize the parking spaces and land as depicted on Exhibit "B" attached hereto and made a part hereof.

5.2 Tenant acknowledges and agrees that the ground level enclosure (Storage Garage) contained on the Premises will be utilized by the City and shall not be deemed a portion of the Premises for purposes of this Lease. Access must not be blocked to the ground level enclosure and the City shall have access to this enclosure without notice.

5.3 Tenant agrees that during the Term of this Lease, Tenant is, and will remain, certified as a regular, full time law enforcement officer by the Florida Criminal Justice Standards and Training Commission and a deputy employed by the Monroe County Sheriff's office assigned to the City of Marathon and empowered to make arrests under the laws of the State of Florida. The foregoing shall be a material obligation of Tenant hereunder and the termination of Tenant's employment by the Monroe County Sheriff's office, or termination of assignment to the City of Marathon shall immediately terminate this Lease (notwithstanding any notice, grace and cure periods set forth in Article 12 hereof); or

5.4 As additional consideration for the lease of the Premises by Landlord to Tenant, during the Term of this Lease, Tenant shall, at least once each night, conduct an inspection throughout the Property, Sombrero Beach Park and the surrounding Sombrero Beach property, including the restroom facilities, and check for any signs of theft or vandalism and question, and if necessary, remove any unauthorized or suspicious persons found on site. The Tenant shall also note any safety hazards observed during his/her inspection and inform Landlord of any such hazards as soon as possible. Additionally, Tenant must open and close the park on a daily basis, each and every day of the year, including, but not limited to, all gates, entrances, restrooms and fences, and open and close turtle gates during turtle season. Tenant further agrees to use its best efforts to patrol the beach during peak hours provided the same does not conflict with Tenant's full-time work schedule as a deputy for the Monroe County Sherriff's Office. Tenant represents the foregoing shall not interfere or conflict with his/her current employment and that such duties and responsibilities are known and acceptable to his/her employer. In the event the tenant is not available to fulfill the duties due to vacation or other absence, the officer on duty for the time duration that tenant is unavailable may respond or report.

ARTICLE 6. Compliance with Laws. Except as set forth herein, Tenant, at Tenant's sole cost and expense, shall promptly comply with all Laws relating to Tenant's use and occupancy of the Premises of any Government Entity or anybody which shall impose any violation, order or duty upon Tenant. "Law" or "Laws" as used in this Lease means each and every law, regulation, order, ordinance, statute or requirement of any kind whatsoever, present or future, issued by any Government Entity applicable to or affecting the Premises, "Government Entity" as used in this Lease means the United States, the State of Florida, Monroe County, City of Marathon, and any and every political subdivision of government of any kind whatsoever, now existing or hereafter created, now or hereafter having jurisdiction over the Premises

ARTICLE 7. Tenant's Property.

7.1 All furniture and furnishings on the Premises provided by Tenant or at Tenant's expense and any other movable property of Tenant shall also be and remain property of Tenant, and shall be removed from the Property at the end of the Term.

7.2 If any property, which Tenant must remove, under Section 7.1, is not removed from the Premises or the Property within five (5) days after the Expiration Date or earlier termination of this Lease, Landlord may remove and dispose of the same at Tenant's expense. This obligation shall survive the Expiration Date or earlier termination of the Lease.

7.3 Tenant shall bear the risk of loss of the personal property of Tenant and its respective agents, guests and invitees which may from time-to-time be located on the Premises or the Property.

ARTICLE 8. Maintenance, Repairs.

8.1 Tenant shall, throughout the Term of this Lease, keep and maintain the premises, fixtures and appurtenances therein in good order, condition and repair, normal wear and tear excepted.

ARTICLE 9. Damage, Restoration.

9.1 If the Premises or any part thereof shall be damaged or destroyed by fire, hurricane, flood or other casualty ("Damage") and Tenant gives prompt Notice thereof to Landlord and this Lease is not terminated pursuant to any provision of this Article, then Landlord, at its sole and absolute option and discretion, may proceed with reasonable diligence to repair or cause to be repaired the Damage to the Premises. In the alternative, Landlord may terminate this Lease by giving fifteen (15) days' Notice to Tenant at which time the parties hereto shall be relieved of all other rights and obligations hereunder as of the date set forth in Landlord's Notice.

9.2 If the Lease terminates pursuant to Section 9.1, this Lease shall expire as of the date on which such termination shall be effective under that Section, as if such date were the Expiration Date.

ARTICLE 10. Landlord's Access to Demised Premises. Tenant authorizes Landlord, his/her agents, employees and representatives to enter the Premises upon 24 hours' notice and during normal business hours to inspect the Premises to ensure Tenant is complying with the terms of this Lease provided that Landlord shall use its best efforts not to interfere with 'Tenant's use and occupancy of the Premises.

ARTICLE 11. Quiet Enjoyment. Upon paying Rent and keeping and performing the terms, covenants, conditions and provisions of this Lease, Tenant may lawfully and quietly hold and enjoy the Premises during the Term without hindrance, ejection, molestation, or interruption.

ARTICLE 12. Defaults, Conditional Limitations, Remedies. The following shall be a "Default" under this Lease:

(i) Tenant fails to pay any installment of Rent by the fifth (5th) day of the month for which such installment of Rent is due; or

(ii) Tenant fails to keep or perform any other material term, covenant, condition, or provision of this Lease, and such failure continues for fifteen (15) days after written Notice from Landlord; unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot be performed, done or removed within such fifteen (15) days, in which case the Default shall not be deemed to exist as long as Tenant:

(a) advises Landlord by written Notice within fifteen (15) days after Landlord's Notice that Tenant intends to take all steps necessary to remedy such failure with due diligence; and

(b) duly commences and diligently and continuously prosecutes completion of all steps necessary to cure and remedy the same;

If and whenever any Default occurs, at Landlord's option, Landlord may, after the expiration of any applicable grace, Notice and cure period, give written Notice to Tenant (the "Termination Notice"), terminating this Lease on the date specified in such Termination Notice, In such event, this Lease and the Term shall expire and terminate on the date specified in the Termination Notice and Tenant shall pay Landlord all Rent due under this Lease to the date of termination as set forth in the Termination Notice and the parties hereto shall be relieved of all other rights and obligations hereunder.

ARTICLE 13. Indemnification. Tenant shall indemnify and defend Landlord (including Landlord's elected officials, officers, directors, employees, consultants and agents) and save Landlord harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from negligence or misconduct of Tenant, its agents, guests and invitees in connection with this Lease, Nothing in this Lease shall be construed or interpreted to waive Landlord's sovereign immunity as established by Law.

ARTICLE 14. Assignment and Subletting. Tenant shall not sublet, assign or otherwise transfer this Lease, or any part of Tenant's right, title or interest therein, or permit the occupancy of the Premises by any person other than as set forth in Section 5.1 above, keep roomers or boarders, or mortgage, pledge or otherwise encumber this Lease without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

ARTICLE 15. Notices. All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing (each such, a "Notice") and addressed as follows (or to any other address which either party may designate by Notice):

If to Landlord:
City of Marathon, City Manager
9805 Overseas Highway
Marathon, Florida 33050
(305) 289-4130

With a copy to:
Steve Williams, City Attorney
9805 Overseas Highway
Marathon, FL 33050

If to Tenant:
Officer
2150 Sombrero Beach Road
Marathon, FL 33050

Any Notice required by this Lease to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

ARTICLE 16, Insurance,

16.1 Landlord shall secure and keep in force at all times during the Term insurance policies insuring the Premises against loss of damage by fire or other casualty in an amount equal to its full insurable value.

16.2 Tenant, at its cost and expense, shall secure and maintain comprehensive general liability insurance with respect to injuries and death to persons and damage to property, written on the "occurrence" basis, naming Landlord an additional insured, with a combined limit of Three Hundred Thousand Dollars ($300,000). If Tenant elects to obtain renter's insurance, such election shall be Tenant's sole responsibility at its sole cost and expense.

ARTICLE 17. Miscellaneous.

17.1 This Lease shall be governed by and construed in accordance with the Laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

17.2 The terms, covenants, conditions, and provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors, and assigns.

17.3 If any term, covenant, condition or provision of this Lease (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Lease shall not be affected thereby; and each remaining term, covenant, condition and provision of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Lease would prevent the accomplishment of the original intent of the agreement between the parties.

17.4 As required by Florida law, Landlord hereby includes the following notification as part of this Lease:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

17.5 No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall constitute a waiver of any subsequent breach of such covenant or condition, or justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof.

17.6 The parties hereby waive trial by jury in any legal proceeding brought with respect to any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant or Tenant's use or occupancy of the Premises.

17.7 To the extent applicable, Tenant shall pay all taxes levied against Tenant's personal property, of every description, maintained on and used by Tenant in connection with the Premises.

17.8 Landlord cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

17.9 The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

17.10 In the event of any litigation arising out of this Lease or to enforce the Lease, the prevailing party is entitled to recover its reasonable attorneys' fees and costs at both the trial and appellate levels.

17.11. Tenant may keep for the term of the lease, an elderly dog in possession at the time of lease. Otherwise, Tenant may not keep pets or animals in or upon the Premises at any time during the Term of the Lease.

17.12 Tenant shall not make any changes or alterations in and upon the Premises or any part of the Property of any nature whatsoever, including specifically, but not limited to, installation of additional or substituted locks or bolts in or upon any door, and the alteration or installation of any lighting fixture, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Door locks will be changed after every tenant.

17.13 Upon execution hereof, Tenant shall deposit with Landlord the sum of One Thousand Five Hundred Dollars ($1,500.00) representing the security deposit for the full and faithful performance of the terms and covenants of this Lease including, without limitation, the reimbursement by Tenant to Landlord of all utility payments in accordance with Section 4.1 hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the respective dates under each signature,

LANDLORD:

CITY OF MARATHON,
a Florida municipal corporation

By: _____
Steve Williams, Interim City Manager

Date: 7/15/26

Attest:

_____
Diane Clavier, City Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
THE CITY OF MARATHON ONLY:

_____
Steve Williams, City Attorney

TENANT:

_____

Print Name: Imalay Diaz

Date: 7/15/2026

Witnesses as to Tenant:

_____

Print Name: Amanda Herrera

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

15 66 32 BOOT KEY PT LOT 7 OR544-210/14 OR1682-446/47QC(CW)

EXHIBIT "B"

LAND AND PARKING SPACES


No Parking

Sponsored by: Garrett

CITY OF MARATHON, FLORIDA
RESOLUTION 2024-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN EXTENSION OF THE RESIDENTIAL LEASE BETWEEN THE CITY AND MONROE COUNTY SHERRIFF DEPUTY FOR A PERIOD OF ONE YEAR; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") and Monroe County Sherriff Deputy Imalay Diaz ("Tenant") currently have a lease agreement for the City owned residence located at Sombrero Beach; and

WHEREAS both parties desire to extend the lease agreement for an additional year; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Residential Lease between the City and Tenant, attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to sign the amendment on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 11th DAY OF JUNE, 2024

THE CITY OF MARATHON, FLORIDA

Mayor Robyn Still

AYES: Gonzalez, Matlock, Smith, Landry, Still
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

Diane Clavier

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

Steve Williams, City Attorney

RESIDENTIAL LEASE

THIS RESIDENTIAL LEASE (the "Lease") made and entered into this 15 day of July, 2024, by and between the CITY OF MARATHON, a Florida municipal corporation (the "Landlord" or the "City") and Imalay Diaz, an individual (the "Tenant").

RECITALS:

1. Landlord owns the property described on Exhibit "A" attached hereto (the "Property"); and

2. Tenant desires to lease from Landlord, and Landlord is willing to lease to Tenant, that certain residential home located on the Property, and upon and subject to all terms, covenants, conditions and provisions set forth below.

3. In an effort to ensure the Tenant's ability to meet the requirements of this lease, the Landlord at it's sole cost may request a credit report on any potential tenant prior to Landlord or City approval of this lease.

NOW, TIIEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereby agree as follows:

ARTICLE 1. Demise; Term; Commencement Date.

1.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the Term (as herein defined), that certain residential structure as shown on Exhibit "B" attached hereto and made a part hereof (the "Premises") located on a portion of the Property, together with the right to use certain portions of the Property as set forth herein, and subject to the obligation to patrol the Property as set forth herein.

1.2 The term (the "Term") of this Lease shall be Twelve (12) months commencing on July 15, 2024 (the "Commencement Date") and expiring on July 15, 2025 (the "Expiration Date").

1.3 Landlord shall have the option to either:

(a) renew the Term of this Lease for one (1) additional consecutive period of one (1) year ("Renewal Term"). Landlord shall exercise renewal option by giving Tenant prior written notice (a "Renewal Notice") on before the date that is three (3) months prior to the expiration of the then-current Term. If Landlord exercises a renewal option then said additional one (1)-year period (a "Renewal Period") shall be under the same terms and conditions as provided herein; or

(b) extend the term of the Lease on a month-to-month basis by mutual agreement between the Tenant and Landlord.

1.4 Upon the expiration of the Term or any earlier termination of this Lease, Tenant shall quit and surrender to Landlord the Premises in the condition required under this Lease, excepting ordinary wear and tear.

ARTICLE 2. Rent.

2.1 Tenant agrees to pay Landlord fixed rent, plus any applicable sales taxes (collectively hereinafter referred to as the "Rent") for the Term in the amount of Twelve Thousand and 00/100 Dollars ($12,000.00) payable in monthly installments commencing on the Commencement Date and continuing to and including the Expiration Date in the amount of One Thousand and 00/100 Dollars ($1,000.00) each.

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2.3 Tenant shall pay all Rent to Landlord at the following address: City of Marathon, 9805 Overseas Highway, Marathon, FL 33050, or at such other place as Landlord may designate. All Rent shall be paid in lawful money of the United States by unendorsed check drawn to Landlord's order, on a Florida bank. If Landlord receives any check from Tenant which is returned by Tenant's bank for insufficient funds, Landlord shall have the right (without limiting any other right or remedy of Landlord) to require that all checks thereafter be bank certified or cashier's checks. All bank service charges resulting from any returned checks shall be borne by Tenant and payable upon demand (not to exceed the amount prescribed by Florida Statutes section 68.065).

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4.1 Water, sewer, electricity and trash collection. Landlord shall pay for electricity, water and sewer service and trash collection serving the Premises during the Term of this Lease, and Tenant shall reimburse Landlord, as additional Rent, within fifteen (15) days following Landlord's delivery to Tenant of a copy of such utility bills.

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addition to the Premises, during the Term hereof, Tenant shall be authorized to utilize the parking spaces and land as depicted on Exhibit "B" attached hereto and made a part hereof.

5.2 Tenant acknowledges and agrees that the ground level enclosure (Storage Garage) contained on the Premises will be utilized by the City and shall not be deemed a portion of the Premises for purposes of this Lease. Access must not be blocked to the ground level enclosure and the City shall have access to this enclosure without notice.

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5.4 As additional consideration for the lease of the Premises by Landlord to Tenant, during the Term of this Lease, Tenant shall, at least once each night, conduct an inspection throughout the Property, Sombrero Beach Park and the surrounding Sombrero Beach property, including the restroom facilities, and check for any signs of theft or vandalism and question, and if necessary, remove any unauthorized or suspicious persons found on site. The Tenant shall also note any safety hazards observed during his/her inspection and inform Landlord of any such hazards as soon as possible. Additionally, Tenant must open and close the park on a daily basis, each and every day of the year, including, but not limited to, all gates, entrances, restrooms and fences, and open and close turtle gates during turtle season. Tenant further agrees to use its best efforts to patrol the beach during peak hours provided the same does not conflict with Tenant's full-time work schedule as a deputy for the Monroe County Sherriff's Office. Tenant represents the foregoing shall not interfere or conflict with his/her current employment and that such duties and responsibilities are known and acceptable to his/her employer. In the event the tenant is not available to fulfill the duties due to vacation or other absence, the officer on duty for the time duration that tenant is unavailable may respond or report.

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ARTICLE 10. Landlord's Access to Demised Premises. Tenant authorizes Landlord, his/her agents, employees and representatives to enter the Premises upon 24 hours' notice and during normal business hours to inspect the Premises to ensure Tenant is complying with the terms of this Lease provided that Landlord shall use its best efforts not to interfere with 'Tenant's use and occupancy of the Premises.

ARTICLE 11. Quiet Enjoyment. Upon paying Rent and keeping and performing the terms, covenants, conditions and provisions of this Lease, Tenant may lawfully and quietly hold and enjoy the Premises during the Term without hindrance, ejection, molestation, or interruption.

ARTICLE 12. Defaults, Conditional Limitations, Remedies. The following shall be a "Default" under this Lease:

(i) Tenant fails to pay any installment of Rent by the fifth (5th) day of the month for which such installment of Rent is due; or

(ii) Tenant fails to keep or perform any other material term, covenant, condition, or provision of this Lease, and such failure continues for fifteen (15) days after written Notice from Landlord; unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot be performed, done or removed within such fifteen (15) days, in which case the Default shall not be deemed to exist as long as Tenant:

(a) advises Landlord by written Notice within fifteen (15) days after Landlord's Notice that Tenant intends to take all steps necessary to remedy such failure with due diligence; and

(b) duly commences and diligently and continuously prosecutes completion of all steps necessary to cure and remedy the same;

If and whenever any Default occurs, at Landlord's option, Landlord may, after the expiration of any applicable grace, Notice and cure period, give written Notice to Tenant (the "Termination Notice"), terminating this Lease on the date specified in such Termination Notice. In such event, this Lease and the Term shall expire and terminate on the date specified in the Termination Notice and Tenant shall pay Landlord all Rent due under this Lease to the date of termination as set forth in the Termination Notice and the parties hereto shall be relieved of all other rights and obligations hereunder.

ARTICLE 13. Indemnification. Tenant shall indemnify and defend Landlord (including Landlord's elected officials, officers, directors, employees, consultants and agents) and save Landlord harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from negligence or misconduct of Tenant, its agents, guests and invitees in connection with this Lease, Nothing in this Lease shall be construed or interpreted to waive Landlord's sovereign immunity as established by Law.

ARTICLE 14. Assignment and Subletting. Tenant shall not sublet, assign or otherwise transfer this Lease, or any part of Tenant's right, title or interest therein, or permit the occupancy of the Premises by any person other than as set forth in Section 5.1 above, keep roomers or boarders, or mortgage, pledge or otherwise encumber this Lease without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

ARTICLE 15. Notices. All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing (each such, a "Notice") and addressed as follows (or to any other address which either party may designate by Notice):

If to Landlord:

City of Marathon
George Garrett, City Manager
9805 Overseas Highway
Marathon, Florida 33050
(305) 289-4130

With a copy to:

Steve Williams
City Attorney
9805 Overseas Highway
Marathon, FL 33050

If to Tenant:

Officer
2150 Sombrero Beach Road
Marathon, FL 33050

Any Notice required by this Lease to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

ARTICLE 16, Insurance,

16.1 Landlord shall secure and keep in force at all times during the Term insurance policies insuring the Premises against loss of damage by fire or other casualty in an amount equal to its full insurable value.

16.2 Tenant, at its cost and expense, shall secure and maintain comprehensive general liability insurance with respect to injuries and death to persons and damage to property, written on the "occurrence" basis, naming Landlord an additional insured, with a combined limit of Three Hundred Thousand Dollars ($300,000). If Tenant elects to obtain renter's insurance, such election shall be Tenant's sole responsibility at its sole cost and expense.

ARTICLE 17. Miscellaneous.

17.1 This Lease shall be governed by and construed in accordance with the Laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

17.2 The terms, covenants, conditions, and provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors, and assigns.

17.3 If any term, covenant, condition or provision of this Lease (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Lease shall not be affected thereby; and each remaining term, covenant, condition and provision of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Lease would prevent the accomplishment of the original intent of the agreement between the parties.

17.4 As required by Florida law, Landlord hereby includes the following notification as part of this Lease:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

17.5 No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall constitute a waiver of any subsequent breach of such covenant or condition, or justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof.

17.6 The parties hereby waive trial by jury in any legal proceeding brought with respect to any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant or Tenant's use or occupancy of the Premises.

17.7 To the extent applicable, Tenant shall pay all taxes levied against Tenant's personal property, of every description, maintained on and used by Tenant in connection with the Premises.

17.8 Landlord cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

17.9 The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

17.10 In the event of any litigation arising out of this Lease or to enforce the Lease, the prevailing party is entitled to recover its reasonable attorneys' fees and costs at both the trial and appellate levels.

17.11. Tenant may keep for the term of the lease, an elderly dog in possession at the time of lease. Otherwise, Tenant may not keep pets or animals in or upon the Premises at any time during the Term of the Lease.

17.12 Tenant shall not make any changes or alterations in and upon the Premises or any part of the Property of any nature whatsoever, including specifically, but not limited to, installation of additional or substituted locks or bolts in or upon any door, and the alteration or installation of any lighting fixture, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Door locks will be changed after every tenant.

17.13 Upon execution hereof, Tenant shall deposit with Landlord the sum of One Thousand Five Hundred Dollars ($1,500.00) representing the security deposit for the full and faithful performance of the terms and covenants of this Lease including, without limitation, the reimbursement by Tenant to Landlord of all utility payments in accordance with Section 4.1 hereof.

[Remainder of Page Intentionally Blank – Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the respective dates under each signature,

LANDLORD:

CITY OF MARATHON,
a Florida municipal corporation

By: George Garrett
George Garrett, City Manager

Date: 6/24/2024

Attest:

Diane Clavier
Diane Clavier, City Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
THE CITY OF MARATHON ONLY:

Steve Williams, City Attorney

TENANT:

Print Name: Imalay Diaz

Date: 6/20/2024

Witnesses as to Tenant:

Amanda Herrera
Print Name: Amanda Herrera

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

15 66 32 BOOT KEY PT LOT 7 OR544-210/14 OR1682-446/47QC(CW)

EXHIBIT "B"

LAND AND PARKING SPACES

