

**CITY OF HOLLYWOOD
BOAT DOCK LEASE**

THIS LEASE made and entered into this _____ day of _____, 2014, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida, (hereinafter the "LESSOR" or "City") and ANNETTE FLYNN (hereinafter the "LESSEE"), owner of the property located at 300 South 9th Avenue, Hollywood, FL 33019, legally described as follows (hereinafter the "REAL PROPERTY"):

HOLLYWOOD LAKES SECTION 1-32 B LOT 16 AND 17, LESS THE SOUTH 65 FEET, BLOCK 60

W I T N E S S E T H:

1. The term of this Lease shall commence on August 1, 2014 (the "Commencement Date") and end on September 30, 2018 (the "End Date") and subsequently renewing on the End Date and each anniversary thereafter, unless terminated by either party in accordance with Section 11 herein. During the term, or any renewal term, of this Lease, LESSEE shall have the right, subject to conditions set forth herein, to construct, maintain and use a boat dock on the following described real property (hereinafter the "LEASE PROPERTY"):

A strip of land within Block 77, HOLLYWOOD LAKES SECTION between Southlake and South 9th Avenue, and a portion of Block 76, HOLLYWOOD LAKES SECTION, also known as Southlake, lying directly adjacent to said strip of land, and both portions being immediately across from said homesite having an address of 300 South 9th Avenue and bounded on the North by the extension of a line parallel with and 40 feet south of the North line of Lot 16, Block 60 of said HOLLYWOOD LAKES SECTION and bounded on the south by the extension of a line parallel with and 69.5 feet south of the North line of Lot 16, Block 60 of said HOLLYWOOD LAKES SECTION, according to the Plat thereof, recorded in Plat Book1, Page 32 of the Public Records of Broward County, Florida; together with that portion of the Lake extending twenty-two (22) feet, from the bulkhead or edge of dry land at high tide, into the Lake between the seaward side setbacks and encompassing the area of the dock, pilings, and boat moorage.

2. LESSEE shall pay to the LESSOR a prorated first year's Lease Fee of NINETY-FIVE DOLLARS AND NINETY CENTS (\$95.90), inclusive of rental tax of six percent (6%), prorated for the period of August 1, 2014 through September 30, 2014 and subject to a credit in the full amount for prior payment. For each subsequent year, LESSEE shall pay to LESSOR such annual Lease Fee as mandated by Section 98.051(B) of the City of Hollywood Code of Ordinances, payable on October 1st. The Lease Fee shall be adjusted annually in the amount of the change in the Consumer Price Index – Urban Areas since the prior year and the Lease Fee shall be in accordance with Resolution No. R-2003-139, as amended from time to time.

3. In no case shall the dock extend more than twenty-two (22) feet from the edge of the dry land at high tide into the lake, and must comply with all applicable City of Hollywood Ordinances, rules, regulations and codes, as well as any other applicable federal, state or local laws. LESSEE shall obtain proper permits before constructing a new, or modifying an existing, boat dock.

4. LESSEE shall repair, within thirty (30) days after being duly notified of the need of such repairs to the boat dock by LESSOR, any defects that are discovered during the Lease Term. If LESSEE fails to comply with this condition, LESSOR shall have the right to remove such boat dock without further notice, or subject the LESSEE to a penalty imposed by the Special Magistrate of up to \$1,000.00 per day. The charges for removal, or penalty, per Order of the Special Magistrate, shall constitute a lien upon the REAL PROPERTY. In the event that LESSOR determines that there is an unsafe condition, hazardous or emergency situation with such boat dock, LESSOR may take any action necessary to prevent harm to the public. LESSEE shall be responsible

for all charges incurred by the LESSOR for such remediation, which shall be a lien against the REAL PROPERTY.

5. LESSEE shall maintain, at his sole expense during the term of this Lease, Public Liability Insurance covering the Lease Property and the boat dock structure, as well as the resultant uses thereof, naming the City as an additional insured, in an amount not less than \$500,000. Such policy shall require thirty (30) days' written notice to City prior to any change in coverage becoming effective. LESSEE shall furnish LESSOR with proof of such insurance prior to the execution of this Lease or at any time during the Lease term, within ten (10) days of the City's written request. A failure to provide the certificate of insurance in a timely fashion shall result in a termination of this Lease pursuant to Paragraph 11 herein, and/or shall subject LESSEE to enforcement by the Special Magistrate, pursuant to Paragraph 9 herein. In the event that the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Lease, LESSEE shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a new Certificate of Insurance as proof that equal and like coverage for the balance of the Lease, and any renewal thereunder, is in effect.

6. LESSEE agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorney's fees) suffered by the City from (i) any breach by LESSEE of this Lease, (ii) any inaccuracy in or breach of any of the representations, warranties or covenants made by LESSEE herein, (iii) any claims, suits, actions, damages or causes of action arising during the term of this Lease for any personal injury, loss of life or

damage to personal or real property sustained by reason or as a result of the use of the boat dock or the use of federal, state, county or municipal property by LESSEE and LESSEE's agents, employees, invitees, and all other persons, and (iv) any claims, suits, actions, damages or causes of action for any personal injury, loss of life or damage to property sustained by reason of or as a result of the exercise by LESSEE and LESSEE's agents, employees, invitees, and all other persons of any and all rights or duties conferred by this Lease. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City, its officers, agents and employees, relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Nothing in the Lease shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of sovereign immunity and as set forth in Section 768.28, Florida Statutes.

7. The following prohibitions are conditions of this Lease and must be strictly observed with regard to any boat dock leased hereunder:

- (a) No person shall live aboard a boat moored thereto;
- (b) No business or commercial activity of any kind shall be conducted on or therefrom;
- (c) No subleasing or assignment of the rights created by virtue of this Lease shall be permitted;

- (d) Any boat and/or vessel moored shall be titled to the LESSEE. Upon written request by the City, at any time during the term of this Lease, LESSEE shall furnish LESSOR with proof of title/ownership to the moored boat and/or vessel within ten (10) days;
- (e) Any vessel shall be moored directly to the boat dock;
- (f) The seaward side setback for the boat dock (including mooring piles) shall not be less than 7.5 feet south from an extension of the north lease line and 0.0 feet south from an extension of the south lease line. No boat shall be docked or moored closer than 15.0 feet south from an extension of the north lease line and no farther than 10 feet south from an extension of the south lease line.

8. LESSEE shall be responsible for maintenance of the strip of public land between the roadway and the lake shoreline, and in all cases, this area shall continue to be open to and for the use of the general public.

9. If the LESSEE: i) fails to pay the Lease Fee on or before the anniversary of the Commencement Date; or ii) fails to provide the proper insurance as required in Section 5 herein, LESSOR shall have the right to remove such boat dock without further notice, or subject the LESSEE to a penalty imposed by the Special Magistrate of up to \$1,000.00 per day. The charges for removal, or penalty, per Order of the Special Magistrate, shall constitute a lien upon the REAL PROPERTY. These remedies shall not be exclusive of any other remedy provided to LESSOR in law or equity.

10. LESSEE shall be responsible and liable for any and all federal, state and local taxes levied as a result of the use of the premises and activities covered by this

lease. Failure to remit taxes when notified by any federal, state or local authority that such are overdue shall constitute a breach of this lease for which the CITY may exercise any remedy available to it by law or as provided herein up to and including termination of the Lease.

11. The breach of any term or condition of this Lease by the LESSEE and/or persons under their supervision or control will be cause for immediate termination of this Lease by the LESSOR. LESSOR may terminate without cause, upon thirty (30) days notice prior to expiration of the Lease Term or any renewal thereof. This Lease may be terminated by LESSEE upon sixty (60) days written notice. Notice by the LESSOR shall be sent by certified mail to the LESSEE at the address listed herein and shall be deemed received even if returned "unclaimed" or "refused". It shall be LESSEE's duty to inform LESSOR immediately, in writing, of any change in the above address. Notice by LESSEE shall be sent by certified mail to:

LESSOR:

Director Real Estate
City of Hollywood
2600 Hollywood Blvd.
Hollywood, FL 33020

with a copy to:

City Attorney
City of Hollywood
2600 Hollywood Blvd., #407
Hollywood, FL 33020

LESSEES:

Annette Flynn
300 South 9th Avenue
Hollywood, FL. 33019

12. LESSEE shall inform LESSOR of any disposition of the REAL PROPERTY within thirty (30) days.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this _____ day of _____, 2014.

CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of
Florida

By: _____
PETER BOBER, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only.

JEFFREY P. SHEFFEL,
CITY ATTORNEY

I HAVE READ AND UNDERSTAND
TERMS OF THIS LEASE:

LESSEES:

By: _____
ANNETTE FLYNN