

**CITY OF HOLLYWOOD
BOAT DOCK LEASE**

THIS LEASE made and entered into this 1ST day of October, 2014, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida, (hereinafter the "LESSOR" or "City") and JOHN and MARY FONTANELLA, (hereinafter the "LESSEE"), owners of the property located at 747 North Northlake Drive, Hollywood, FL 33019, legally described as follows (hereinafter the "REAL PROPERTY"):

HOLLYWOOD LAKES SECTION 1-32 B LOT 4 LESS WEST 21,5 WEST 28 BLOCK
84

WITNESSETH:

1. The term of this Lease shall commence on October 1, 2014, (the "Commencement Date") and end on September 30th, 2018, (the "End Date") unless terminated by either party in accordance with Section 11 herein and this Lease may be renewed for additional terms of four (4) years each subject to the approval of the City Manager. 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"):

The strip of land bounded by the North line of North Lake, the South line of North Northlake Drive, the southerly extension of the East line of the West 28 feet of Lot 5, in Block 84, and the southerly extension of the East line of the west 21 feet of Lot 4, in Block 84, as shown on the Plat of HOLLYWOOD LAKES SECTION, as recorded in Plat Book 1, Page 32 of the Public Records of Broward County, Florida. Said Parcel being southerly of the homesite having the address of 747 North Northlake Drive.

2. LESSEE shall pay to the LESSOR the first year's Lease Fee of FIVE HUNDRED EIGHTY FIVE AND 27/100 CENTS (\$585.27), inclusive of rental tax of six percent (6%), on or before the date of execution of this Lease by the parties. 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 or before October 1st of each lease year to City of Hollywood c/o Treasury Division. 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 there from;
- (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) Seaward side yard setbacks for boat docks and/or mooring piles shall not be less than 7.5 feet, and no boat or vessel of any kind shall be docked or moored so that its projection extends into the seaward side yard setback.

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:

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

LESSEE:

John and Mary Fontanella
747 North Northlake Drive
Hollywood, FL 33019

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

BOAT DOCK LEASE – John and Mary Fontanella (747 North Norhlake Drive)

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: _____
CATHY SWANSON-RIVENBARK,
CITY MANAGER

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:

By: John Fontanella
JOHN FONTANELLA
LESSEE

By: Mary Fontanella
MARY FONTANELLA
LESSEE



ASI Preferred Insurance Corp
1 ASI Way
St. Petersburg, FL 33702
For General Inquiries: (727) 374-2502



Homeowners Declaration Page

Total Policy Premium: \$1,737
Policy Number: FLP45957

Agent:
USAA Insurance Agency, Inc
PO Box 23039
St. Petersburg, FL 33742

Agent Code: 414857
For Policy Service, Call: (800)531-8722
E-Mail Address: usaa@corporate-services.net

Named Insured:

JOHN J FONTANELLA And MARY C FONTANELLA
1301 HARMONY LN
ANNAPOLIS, MD 21409

Effective Date of This Transaction: 12/21/2013

Activity of This Transaction: Renewal

Residence Premises:

747 N NORTHLAKE DR
HOLLYWOOD, FL 33019

Policy Period: From: 12/21/2013 To: 12/21/2014
(At 12:01 AM Standard Time at the residence premises)

Plan Type: HO3

Coverage at the residence premises is provided only where a limit of liability is shown or a premium is stated.

Coverages and Limits of Liability

	<u>Limit</u>	<u>Premium</u>
SECTION I: A. Dwelling Coverage	\$236,000	11954.19
B. Other Structures	\$2,360	-89.39
C. Personal Property	\$118,000	Included
D. Loss of Use	\$23,600	Included
SECTION II: E. Personal Liability - Each Occurrence	\$500,000	50.00
F. Medical Payments to Others - Each Person	\$5,000	10.00

OTHER COVERAGES AND ENDORSEMENTS:

(Printed on the following page)

Deductibles:

HURRICANE: N/A
ALL OTHER COVERED PERILS: \$1000
SINKHOLE LOSSES: 10% - \$23,600

Mortgagee:

1st Mortgagee:

2nd Mortgagee:

14 OCT 14 AM 11:57

Coverages And Endorsements	Form Number	Limit	Premium
Table Of Contents	ASI HO 09 COV 01 98		
Deductible Notification Form	ASI HO 09 DN 09 05		
Limited Fungi, Mold, Wet Or Dry Rot Or Bacteria Coverage	ASI HO 09 FCE 01 05	\$10,000	
Homeowners Policy Outline	ASI HO 09 OTL 01 10		
Special Provisions For Florida	ASI HO 09 SP 08 12		
Homeowners3 Special Form	HO 00 03 04 91		
Additional Interest	HO 04 10 04 91		
Liability Home Day Care	HO 04 96 04 91		
PC / Construction Factor			-2125.26
Fire Protection	ASI HO 09 PA 06 07		-149.79
Burglar Protection	ASI HO 09 PA 06 07		-134.81
Senior/Retired Discount			-121.33
Max Discount Adjustment			31.46
NHR Deductible		1000	-89.87
Windstorm, Hurricane & Hail Exclusion	HO 04 89 07 01		-10249.85
Increased Repl Cost on Dwelling	ASI HO 09 IRC 09 05		488.91
Ordinance or Law 25%	ASI HO 09 OL1 09 05	59000	977.83
Personal Injury Coverage	ASI HO 09 PNJ 08 12		15.00
Replacement Cost on Contents	HO 23 86 01 06		1466.74
Water Backup/Sump Overflow	ASI HO 09 WBU 04 08R	5000	25.00
Sinkhole Coverage	ASI HO 09 SH 08 12		26.56
Age of Dwelling			-50.64
Sinkhole Coverage Deductible		23600	-2.66
Financial Responsibility			-374.47
Fees and Assessments:			
Emergency Management Preparedness Assistance Fee			2.00
Managing General Agent Fee			25.00
Citizens Property Insurance Corporation Emergency Assessment			16.83
Florida Hurricane Catastrophe Fund Fee			21.87
Florida Insurance Guaranty Association Fee			13.26
Scheduled Items:			
Description:		Value	Premium

The Hurricane Coverage portion of your Total Premium is:

\$0

The Non-Hurricane Coverage portion of your Total Premium is:

\$1,737

Additional Insured:**Additional Interest:**

CITY OF HOLLYWOOD FLORIDA
2600 HOLLYWOOD BLVD
HOLLYWOOD, FL 33021

Interest:

Other

Rating Information:

Construction Type: Masonry
Type of Residence: Single Family
Year Built: 1973
Total Square Feet: 1,955
ASI Territory: 360A

Notes: