

**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 ROSEMARY LINDAUER and CAROL CIANFRANI, (hereinafter the "LESSEE"), owner of the property located at 707 North Northlake Drive, Hollywood, FL 33019, legally described as follows (hereinafter the "REAL PROPERTY"):

HOLLYWOOD LAKES SECTION 1-32 B LOTS 10 & 11 BLOCK 84

WITNESSETH:

1. The term of this Lease shall commence on October 1, 2014, (the "Commencement Date") and end on September 30, 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 within Block 70, HOLLYWOOD LAKES SECTION between North Lake and North Northlake Drive, and a 22 foot portion of Block 71, Hollywood Lakes Sections, also known as Northlake, lying directly adjacent to said strip of land, and both portions being immediately across from the homesite having the address of 707 North Northlake Drive and bounded on the west by the southerly extension of the west line of Lot 10, Block 84 of said HOLLYWOOD LAKES SECTION and bounded on the east by the southerly extension of the east line of Lot 11, Block 84 of said HOLLYWOOD LAKES SECTION, according to the Plat thereof, recorded in Plat Book 1, Page 32 of the Public Records of Broward County, Florida.

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:

Rosemary Lindauer and Carol Cianfrani
707 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 – Lindauer/Cianfrani (707 North Northlake 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: Rosemary Lindauer
Rosemary Lindauer
LESSEE

By: Carol Cianfrani
Carol Cianfrani
LESSEE



FLORIDA FAMILY INSURANCE®

Dedicated to Protecting Your Home

This policy version supersedes previous versions.

HOMEOWNERS FORM HO 00 03 POLICY DECLARATIONS

Insured's Copy

Prepared: 09/05/2013

Amended to Reflect Endorsement Effective 12:01am on 10/15/2013

Lienholder Changed

Florida Family Insurance Company
Post Office Box 136001
Bonita Springs, Florida 34136-1360
Customer Service: 888-850-4663
Claims Office: 888-486-4663

Policy Number: H1 011 411 92

Policy effective from 12:01am 10/15/2013 to 12:01am 10/15/2014

Named Insured:

ROSEMARY LINDAUER
CAROL CIANFRANI
707 N NORTHLAKE DRIVE
HOLLYWOOD FL 33019-1110

Producing Agent:

Agent ID: B218

Advanced Insurance Underwriters, LLC
3250 N 29th Ave.
Hollywood, FL 33020-1313
(954)963-6666

Location of Residence Premises:

707 N NORTHLAKE DR
HOLLYWOOD, FL 33019-1110

Policy is billed to Mortgagee

Lienholder Interest Number 1:

Loan Number: 7104063586
BANK OF AMERICA, N.A.
Its Successors And/Or Assigns
P O BOX 5954
SPRINGFIELD OH 45501-5954

Lienholder Interest Number 2:

City Of Hollywood
2600 Hollywood Blvd
Hollywood FL 33020

COVERAGE UNDER THIS POLICY IS NOT PROVIDED UNLESS PREMIUM IS PAID

BASIC POLICY COVERAGES

Policy Form	Coverage A	Coverage B	Coverage C	Coverage D	Coverage E	Coverage F
HO 00 03	\$506,189	\$10,123	\$253,094	\$50,619	\$300,000	\$5,000

POLICY DEDUCTIBLES

In case of a covered property loss, only that part of the covered loss above the following deductibles is covered:

\$2,500 for losses from theft.

\$2,500 for losses from water.

\$2,500 for losses from all other covered perils.

[\$50,619 (10% of Coverage A) for losses from sinkholes.

Coverage is provided only where premium and limit of liability is shown on the reverse side of this page. FLOOD Coverage is not provided as part of this policy, but is available from Florida Family via your independent insurance agent if needed.

The following forms and endorsements are applicable to this policy:

* FFI 0073 01 06	FF HO 03 01 03	FF SP FL 10 11	HO 04 13 09 98	HO 04 15 10 00	HO 04 16 04 91
HO 04 46 04 91	HO 04 77 06 94	HO 04 90 04 91	HO 04 94 03 95	HO 04 96 04 91	HO 04 98 04 91
FFM 0002 04 96	FFI 00115 09 07	FFI 00144 01 09	FFI 00150 11 09	FFI 00163 11 10	
FFI 00173 09 11	FFI 0050 04 02	FFI 0082 10 05	FFI 0432 01 03		

THIS POLICY DOES NOT COVER LOSSES FROM WIND OR HAIL.

See the Reverse side of this Page for Important Coverage and Premium Information.

* The forms and endorsements marked with an asterisk are new in this version of your policy and are included with this declarations page. Forms and endorsements not marked have been previously provided to you.