

**CITY OF HOLLYWOOD
BOAT DOCK LEASE**

THIS LEASE made and entered into this 30 day of April, 2020, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida, (hereinafter the "LESSOR" or "City") and Alejandro Garcia and Daylen Teresa Abraham, (hereinafter the "LESSEE"), owner of the property located at 759 North Northlake Drive, Hollywood, FL 33019, legally described as follows (hereinafter the "REAL PROPERTY"):

HOLLYWOOD LAKES SECTION 1-32 B LOTS 1 & THE WEST 7
FEET OF LOT 2 BLOCK 84

WITNESSETH:

1. The initial term of this Lease shall be for four (4) years commencing on October 1, 2019, (the "Commencement Date") and ending on September 30, 2023, (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 the terms and conditions set forth herein, to construct, maintain and use a boat dock, plus landscaping 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 759 North Northlake Drive and bounded on the west by the southerly extension of the west line of Lot 1, Block 84 of said HOLLYWOOD LAKES SECTION and bounded on the east by the southerly extension of the west 7 feet line of Lot 2, 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 NINETY FOUR AND 66/100 DOLLARS (\$594.66), exclusive of sales tax of seven percent (7%), 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 the anniversary date of the Commencement Date. Beginning in the third year, 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. Dock / Mooring Piles / Bow & Stern Setbacks:

- (a) Dock/Mooring piles - In no case shall the dock and/or mooring piles extend more than twenty-two (22) feet from the edge of the dry land at high tide into the lake, nor shall the dock and/or any mooring piles be closer than 7.5 feet from the seaward extension of the respective lease property lines (the "seaward side yard setbacks").
- (b) Bow and Stern - no boat or vessel of any kind shall be docked or moored so that either its bow or stern extends into the seaward side yard setback.
- (c) Notwithstanding the foregoing, the required setbacks may be adjusted at the sole discretion of the City Engineer.

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, General 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 bodily injury liability, \$500,000 personal injury liability, and \$500,000 property damage liability, for each occurrence. 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 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) Parking of LESSEE'S motor vehicles on the LEASE PROPERTY is prohibited.

- (g) Any repairs to or construction of a boat dock must follow all applicable codes and regulations, including the LESSOR's permitting process.

8. LESSEE shall be responsible for maintenance of the LEASE PROPERTY to include landscaping and watering, and in all cases, the strip of land adjacent to the roadway shall be open to and for pedestrian traffic.

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:

Alejandro Garcia and Daylen Teresa Abraham
759 North Northlake Drive
Hollywood, FL 33019

12. On March 12, 2019, City of Hollywood voters passed a General Obligation Bond during a Special Election to fund a variety of city-wide public improvement projects. These projects include a sea wall replacement/repair project which may effect this Lease. The LESSOR, in making improvements to the seawall, may find it necessary to remove

part of or all of LESSEE'S existing boat dock. LESSOR shall have no liability to the LESSEE for any damage to the boat dock or any liability for the removal of the boat dock. LESSEE shall be liable for all costs to repair/rebuild the boat dock. Repairs to or construction of a new boat dock must be brought through the appropriate City process in accordance with Section 98.051 of the Code of Ordinances and all other applicable regulations. LESSOR may suspend LESSOR's payment of the Lease Fee in the event the LEASE PROPERTY is impacted by the seawall improvements.

13. 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 _____, 2_____.

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

By: _____
JOSH LEVY, MAYOR

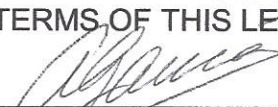
ATTEST:

PATRICIA A. CERNY, MMC, CITY CLERK

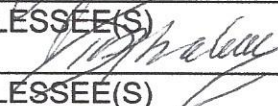
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.

DOUGLAS R. GONZALES, CITY ATTORNEY

I HAVE READ AND UNDERSTAND
TERMS OF THIS LEASE:



LESSEE(S)



LESSEE(S)