

**MARINA OPERATIONS LEASE AGREEMENT
BETWEEN
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
THE CITY OF RIVIERA BEACH**

THIS LEASE AGREEMENT, (hereinafter referred to as the "Lease") made and entered into this _____ day of _____, 2016, by and between **RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**, a body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as "Landlord" or "Agency") and the **CITY OF RIVIERA BEACH**, a Florida municipal corporation (hereinafter referred to as "City" or "Tenant").

WITNESSETH:

WHEREAS, Landlord is the Lessee of certain real property being, lying and situated in the **CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA**, such real property having a street address of **200 East 13th Street, Riviera Beach, Florida 33404** (hereinafter referred to as the "Marina Uplands"); and

WHEREAS, Landlord has certain office, shop and/or storage space located on the Marina Uplands available for lease to the City for the City's marine operations; and

WHEREAS, Landlord desires to make a portion of the Marina Uplands available for lease to the City for its Marine operations, in a modular commercial trailer which will serve in part, as the temporary Marina Operations Trailer ("Marina Operations Trailer"), more specifically described as approximately 4,000 sq. ft. of combined ground and conditioned space (hereinafter referred to as the "Premises"). Breakdown of parcels and/or work areas are set forth in **Exhibit "C"**; and

WHEREAS, City desires to lease the Premises described above from Landlord based on the terms and conditions as set forth herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the parties hereto hereby agree as follows:

1. PREMISES: In consideration of the rents, covenants and conditions hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord hereby agrees to lease to Tenant, and Tenant shall rent from Landlord, approximately 4,000 Sq. Ft. of combined ground and conditioned space which shall consist of land and the use of 2960 sq. ft. of the Marina Operations Trailer during the term of this Lease ("Premises"). Tenant and/or its designated Third Party Marina Management Company, shall have exclusive use of the Premises during the term of this Lease. The Landlord has entered into a lease with Palm Beach Pilot, Inc. for 240

square feet of the Marina Operations Trailer ("Pilot Lease"). If the Pilot Lease is terminated, the Tenant shall have the first option to lease the additional 240 square feet.

2. TERM: This Lease shall commence on October 1st, 2015 ("Commencement Date), and shall continue until September 30, 2022, or until a permanent facility for marina operations has been built and the Tenant has vacated the Premises, whichever first occurs.

3. RENT: Under the terms of this Lease, Rent shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Lease Tenant shall pay to Landlord \$41,750.79 as Rent for the first year of the Lease increasing by three percent (3%) each subsequent year. Rent for the first year shall be paid in advance in one lump sum no later than five (5) days after the execution of this Lease.~~the Commencement Date.~~ Thereafter, Rent in the amount of \$3,479.23 shall be paid on a monthly basis. Rent shall be due on the first (1st) day of each month and shall be considered late after the fifth (5th) day of each month. Payment of said rent is not contingent upon Tenant's receipt of an invoice prior to the due date from the Landlord. Payment shall be made to the Riviera Beach Community Redevelopment Agency and mailed or delivered to 2001 Broadway, Suite 300, Riviera Beach, FL 33404, Attention: Accounting Department.

3. PARKING: As of the Commencement date of this Lease, all surface parking spaces for the Marina Uplands is designated as unreserved, first-come, first-served basis parking, except as designated reserve by the Landlord at its sole discretion. Landlord anticipates that the parking arrangements will change in approximately two years. With reasonable notice to Tenant, and in no event less with than thirty (30) days' advance notice, Landlord reserves the right to convert parking at the Marina Uplands to either a garage system or kiosk system. In such event, Landlord grants Tenant the right pay for particular spaces and areas designated by Landlord as reserved parking for Tenant's employees, vendors and customers. Further, ~~the~~ the parties agree to amend this Lease once a new parking system is in place.

In any event, the following shall apply to parking spaces for surface parking or for a garage parking system.

- A. Landlord shall not be responsible for money, jewelry, automobiles or other personal property lost in or stolen from the parking area., Except as caused by the negligence or willful misconduct of Landlord and without limiting the terms of the preceding sentence, Landlord shall not be liable for any loss, injury or damage to persons using the parking area or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of the parking area shall be at the sole risk of Tenant, its employees, vendors and customers.
- B. Landlord shall have the right from time to time to designate the location of the reserved Spaces and to promulgate reasonable rules and regulations

regarding the parking area and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and the like. Tenant shall comply with and cause its employees, vendors, and customers, to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.

- C. Tenant shall not store or permit its employees, customers or vendors to store any vehicles in the parking area without the prior written consent of Landlord. Except for emergency repairs, Tenant and its employees, customers or vendors shall not perform any work on any automobiles or perform any marine related repair work from their vehicles in the parking area- ~~while~~ located in any of the Spaces or on the Property. If it is necessary for Tenant or its employees to leave an automobile in the Garage or on the surface parking areas overnight, Tenant shall provide Landlord with prior notice thereof designating the license plate number and model of such automobile.
- D. Landlord shall have the right to temporarily close certain areas of the parking area in order to perform necessary repairs, maintenance and improvements, to the parking area. In addition, Landlord shall have the right to temporarily close the parking area to accommodate future development projects and or special events.
- E. Tenant shall not assign or sublease any of the Spaces without the consent of Landlord. Landlord shall have the right to terminate this Parking Agreement with respect to any Spaces that Tenant desires to sublet or assign.
- F. Landlord reserves the right to implement a pay to park system ~~and~~. Landlord hereby reserves the right to enter into a management agreement or lease with an entity for any parking system ("Parking Operator"). In such event, Tenant, upon request of Landlord, shall enter into a parking agreement with the ~~Garage~~ Parking Operator and pay the ~~Garage~~ Parking Operator the monthly charge in accordance with prevailing rates, and Landlord shall have no liability for claims arising through acts or omissions of the ~~Garage~~ Parking Operator unless caused by Landlord's negligence or willful misconduct. It is understood and agreed that the identity of the ~~Garage~~ Parking Operator may change from time to time during the Lease Term. In connection therewith, any parking lease or agreement entered into between Tenant and a ~~Garage~~ Parking Operator shall be freely assignable by such ~~Garage~~ Parking Operator or any successors thereto.
- G. Landlord agrees to mark and post the reserved Spaces for use only by the customers of Tenant's marina business, but such exclusive use of the "reserved" Spaces by the customers of Tenant's marina business shall be applicable only during the hours Tenant is open for business to the public.

Landlord shall police and enforce the posted limitations and rules regarding the use of such reserved Spaces, including, without limitation, towing of vehicles illegally parking therein. Tenant authorizes Landlord to cause any such illegally parked car to be towed from the building parking areas. The Landlord agrees to cooperate and work closely with the Tenant concerning the removal of illegally parking vehicles in reserved Spaces, for which a monthly rent is paid.

4. LATE CHARGE: In the event that any payment required to be paid by the Tenant hereunder is not made within five (5) business days of the due date, Tenant shall pay to Landlord, in addition to such payment, a "late fee" in the amount of five percent (5%) of the total rent due or fifty dollars (\$50) whichever is greater.

5. COMMON AREA EXPENSE:

A. Definitions And Obligations.

Subject to the other provisions of this Section 6 and the limitation set forth in Section 6C below, Tenant agrees to pay to Landlord, as Additional Rent, Tenant's Proportionate Share of all actual costs and expenses (the "Common Area Expense") of every kind and nature paid or incurred by Landlord, or for which Landlord is or becomes obligated during the Term. The term "Common Area Expenses" shall mean all costs and expenses paid or incurred (if any) by Tenant or on Tenant's behalf in respect of or by reason of the repair, replacement, remodeling, maintenance and operation of the Premises, including without limitation, the following: (i) salaries, wages, and benefits and pension payments of employees employed within the Premises (not above the grade of building manager); (ii) payroll taxes, workmen's compensation, uniforms and related expenses for such employees; (iii) the cost of all charges for trash and garbage collection, electricity, water and all other utilities furnished to the Premises (including, without limitation, the Common Areas) not separately metered to and/or paid for by sub-Tenant; (iv) the cost of painting, caulking, waterproofing and weatherproofing the building(s) and parking and/or parking garage structure(s) within the Premises, together with the cost of restriping within the parking and/or parking garage structure(s) and other portions of the Premises; (v) the cost of all premiums for insurance and endorsements thereon including, but not limited to, fire and extended coverage, rents, liability and fidelity with regard to the Premises; (vi) the cost of all supplies, tools, materials and equipment; (vii) the cost for window and other cleaning and janitorial services, as well as any security systems and services and any other services provided by Tenant; (viii) amounts incurred by Tenant and amounts charged to Tenant by contractors for labor, services, materials and supplies furnished in connection with the operation, maintenance, repair and replacement of any part of the Premises, (ix) the cost of service contracts with independent contractors; (x) the costs, amortized based on a schedule prepared by Tenant, of any capital improvements to the Premises and the cost of any machinery or equipment installed within the Premises, which costs are not otherwise included in Common Area Expenses and: (A) which have the effect of

reducing the expense which otherwise would be included in the Common Area Expenses, or (B) which are required by law; (xi) costs and expenses of painting, refurbishing, re-carpeting, redecorating and replacing any portion of the Common Areas of the Premises; (xii) costs and expenses of landscape maintenance and replacement of flowers, shrubbery, trees and grass; (xiii) costs and expenses of repairs and replacements to the roof and structural parts of buildings and other improvements within the Premises; (xiv) costs and expenses of repairing and replacing wearing surfaces, paved areas, ramps, streets, sidewalks and courtyards; (xv) costs and expenses of repairing and replacing benches, fountains, sculptures, seating areas, and other amenities; (xvi) reasonable and necessary professional fees except to the extent attributable to leasing of the Premises, enforcement of leases against tenants and financing or sales of the Premises; (xvii) any cost of repairing, or replacing, any damage caused by fire or other casualty which damage is not covered under any of Tenant's insurance policies and which costs for repairing, or replacing, such damage shall also include deductibles (if any) under said insurance policies; (xviii) all other reasonable and necessary costs, expenses and charges properly allocable to the repair, replacement, operation and maintenance of the Premises; (xix) all sales and other taxes, fees and other charges imposed on any item(s) included in Common Area Expenses; (xx) management fees as may be adjusted from time to time in Tenant's commercially reasonable judgment, whether or not such function is performed by an independent management company, other independent entity, or by Tenant, (xxi) the cost of operating, maintaining, repairing and replacing the central chiller system which furnishes cooled air to the Buildings and other parts of the Premises, which costs shall include, without limitation, the costs and expenses to maintain, repair and replace chillers, air handlers, pipes and all other equipment, facilities and machinery associated with the chilled water air conditioning system, (xxii) the costs of operating the chilled water air conditioning system, including, but not limited to, costs and expenses of electricity and water used therefor, and (xxiii) the fair market rent of any space within the Project used as a management office for the Project. There shall also be included in Common Area Expenses the depreciation of any item which is included in Common Area Expenses as set forth in this Section.

Notwithstanding the forgoing, the Tenant's obligation to pay the Common Area Expenses shall not exceed \$23,415.84 ("CAM Rate") for the year 2016 and shall not increase by more than 3% annually on the CAM Amount.

In the event the Landlord elects to implement parking charges at the Marina Uplands and/or enters into a management agreement or lease with an entity for any Parking Garage ("Garage Operator") the following shall be specifically removed and excluded from Common Area Expenses: parking garage facilities, if any; re-paving, patching, repairing, resurfacing, topping, striping, and marking of all parking and drive areas; reglazing; and regulation of traffic as well as any ancillary and/or management costs incurred by the Landlord in connection with the implementation, oversight and enforcement of any activities taken in connection with the charging of any parking fees and/or performance of any agreements with a "Garage Operator" including but not limited to which, in accordance with generally accepted management principles, would

be considered as an expense of managing, operating, equipping, maintaining, or repairing the parking areas.

Anything herein to the contrary notwithstanding, Common Area Expense shall NOT include the following (the "Excluded Costs"): (i) the maintenance of Bicentennial Park; (ii) the maintenance and operation of the utility area which is currently owned by the utility district; (iii) the cost of any initial construction incurred by Landlord in developing the Marina Uplands or the Common Areas.

B. Payment.

(i) Tenant's Proportionate Share of Common Area Expense shall be paid, in advance, in monthly installments, on or before the first day of each and every calendar month during the Term, in an amount estimated by Landlord. At any time after receipt of all bills for Common Are Expense attributable to any Lease Year during the Term, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's Proportionate Share of Common Are Expense for such period. If the total amount paid by Tenant under this Paragraph for any such period shall be less than the actual amount due as shown on the statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, within ten (10) days after delivery of the statement; and, if the total amount paid by Tenant under this Paragraph for any such period shall exceed the actual amount due as shown on the statement, the excess shall be credited against the next installment(s) of Tenant's Proportionate Share of Common Are Expense, or, in respect to the last month of the Term, provided Tenant is not in default and is not indebted to Landlord, the excess shall be refunded to Tenant. Notwithstanding the above, if Landlord at any time determines that the amount of Common Are Expense actually being paid or incurred by Landlord exceeds the estimate on which Tenant's Proportionate Share of Common Are Expense was computed, then Tenant, following a request from Landlord, shall commence to pay with the next monthly installment of Fixed Rent due an amount sufficient to result in Tenant's paying its full Proportionate Share of Common Are Expense as computed on the basis of Landlord's revised estimate of Common Are Expense. Tenant's share of Common Are Expense shall be prorated for any partial Lease Year under the Lease.

(ii) The term "Proportionate Share" means approximately 3.05% subject to adjustment based on the Leasable Building Areas (defined below) of parcels within the Marina. **Exhibit "B"** shows the initial Proportionate Shares of the spaces in Phase I including the per square foot Common Are Expense. The determination of Leasable Building Area of all parcels, including Parcels noted in **Exhibit B**, as Golf Cart Storage Area, Work/Storage Area and Marina Operations Trailer for purposes of calculating Proportionate Share shall be the square footage of area within each retail building, including demised work space and or site storage areas and areas devoted to open air operation usage such as patios and or attached wooden decks, and shall exclude the area of any building not opening on to the plaza or public promenade, basements, and the building roofs unless opened to the public. The Proportionate Share of the spaces within the first phase of the Marina Development ("Phase I") shall be adjusted at the

time any new phase is added to the Marina development beyond Phase I (an "Expansion"). The Proportionate Shares of all of the spaces in Phase I and the Proportionate Shares of spaces within the expansion phase shall be equitably established based on Leasable Building Area of all parcels within the applicable area with an equitable share assigned to Tenant. The Leasable Building Area of any active phase of development shall be calculated based on the potential Leasable Building Area of the applicable parcels whether or not the same are built or occupied.

(iii) Audit Rights For Proportional Share.

(a) Tenant shall be afforded, at its request no more than one (1) time each year, reasonable access to Landlord's books and records for the sole purpose of verifying all of the Common Are Expense from which Tenant's Proportionate Share is calculated. Within ninety (90) days after the delivery of a year-end statement, Tenant shall notify Landlord thirty (30) days in advance if it intends to examine Landlord's books and records with respect to the Common Are Expense shown on each statement. If Tenant so notifies Landlord then Tenant and its representatives shall have the right, at Tenant's expense, during normal business hours, for a period of thirty (30) days after Tenant's notice ("Examination Period") to examine Landlord's books and records relating to the Common Are Expense for the previous operating year and make copies thereof. Tenant shall notify Landlord during said Examination Period if it disputes such statement, setting forth the reasons therefor (a "Notice of Dispute"). If Tenant either (i) fails to notify Landlord of Tenant's intent to examine Landlord's books and records within ninety (90) days after receipt of the statement, or (ii) fails to give Landlord a Notice of Dispute within the Examination Period, then Tenant shall be deemed to have accepted such statement as true and correct for all purposes hereof.

(b) The examination shall be at the sole cost and expense of Tenant, unless it is finally determined that the disputed statement contains an error in an amount in excess of ten percent (10%) of the total amount of the statement, in which case Landlord shall pay Tenant's reasonable audit costs for the examination, unless the variance is due to a typographical, mathematical or other unintentional error by Landlord. In no event shall Landlord be obligated to pay any of Tenant's costs that are calculated on a percentage of the recovery by Tenant or any other contingency-based fees.

(c) If any audit by Tenant of Landlord's books and records pursuant to the foregoing proves an overstatement of the Common Are Expense in excess of the amount set forth in the statement, Landlord shall pay Tenant the amount of said overstatement to the extent Tenant has paid such amount to Landlord. If the audit proves an understatement, Tenant shall pay the amount of such understatement.

C. Limitation of Common Are Expense for Initial Years. Notwithstanding any other provision of this Section 6, Tenant shall have no responsibility for payment to Landlord of Common Are Expense until the Commencement Date. In addition, Tenant's

liability for Common Are Expense shall not be increased more than three percent (3%) starting on October 1st, 2018 over the prior year's payment. Therefore, Tenant's liability for Common Are Expense in any year commencing with the third year subsequent to the Commencement Date shall be the lower of (i) the actual costs of Tenant's Proportionate Share for such year as calculated hereunder or (ii) the amount of Tenant's Proportionate Share for the prior year increased by three percent (3%).

D. Reimbursable Fees and Expenses.

(i) Expenses. Tenant shall pay to Landlord the sum of \$237,000 for the following expenses ("Expenses"). All reasonable out of pocket expenses previously incurred by Landlord in connection with the extended use of then Newcomb Hall in order to facilitate the installation of needed services at the Temporary Marina Operations Trailer to facilitate the relocation of City personnel as set forth in **Exhibit "D"**. Services rendered hereunder and administration and management of the preparation, logistics and management of the relocation efforts, including, among other things: electrical, plumbing, telecommunications, utility expenses, Florida Power and Light expenses, generators and other needed rental equipment expenses, fuel expenses, permitting fees, design fees and any and all associated construction fees including but not limited to delay charges from the Construction Manager relating to interruption of Phase I construction schedule and other reasonable general out-of-pocket expenses and site/trailer improvement allowances that were needed to facilitate the extended use of then Newcomb Hall and re-location of the Marina Operations Team into the Temporary Marina Operations Trailer.

(ii) Third Party Expenses. Notwithstanding Section 6C, in addition to the reimbursement of Expenses, Tenant shall pay to Landlord, within thirty (30) calendar days of delivery of any invoice by Landlord, all out-of-pocket, third party expenses incurred by Landlord if requested by Tenant, on a dollar-for-dollar basis, in connection with goods and services purchased and or rented by Landlord for the use by or benefit of Tenant. All such third party expenses will be reimbursed up to the extent of actual payments made to third parties or the proportionate share attributable to Tenant on behalf of Tenant.

6. USE OF PREMISES: The Premises, including the actual location, listed square footage and any attached site drawings, shall be used by Tenant solely for the purpose of carrying on the business, profession or trade as outlined by Tenant's valid Occupational License as issued by the City of Riviera Beach and as more particularly set out in **Exhibit "A"** to this Lease. No part of the Premises shall be used at any time during the Term of this Lease for any purpose other than the City's Marina Operations. Tenant agrees and understands that the Landlord may need to move the Tenant's leased Premise location, at the Landlord's sole expense, to accommodate the needs of the current on-going construction project at the Marina Uplands. This includes, but is not limited to any future private and or public development that may occur within the Marina Uplands area as defined by the site Master Plan. The terms of this Lease shall apply to any relocated Premises.

7. CONDITION OF PREMISES: Tenant stipulates, represents, and warrants that Tenant has examined the Premises and that they are, at the time of this Lease in good order, repair and in safe, clean and tenantable condition.

8. ASSIGNMENT AND SUB-LEASING: Tenant shall not assign this Lease, or sub-lease or grant any license to use the Premises or any part thereof without the prior written consent of Landlord.

9. ALTERATIONS AND IMPROVEMENTS: Tenant shall make no alterations to the buildings or improvements on the Premises without authorization from Landlord. Any and all such alterations shall be owned by Landlord upon termination of the Lease.

10. HAZARDOUS MATERIALS: Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or ultra hazardous by any responsible insurance company.

11. MARINA RULES AND REGULATIONS: Tenant acknowledges receipt of a copy of the current Marina Rules and Regulations and agrees to abide by said Marina Rules and Regulations as now existing or hereafter amended. A copy of the Marina Rules and Regulations are attached as **Exhibit "B"** to this Agreement and incorporated by reference. A copy of the Marina Rules and Regulations are also on file at the Landlord's office. It is the Tenant's sole responsibility to make sure its employees are familiar with the Marina Rules and Regulations by periodically reviewing said Marina Rules and Regulations as they are amended from time to time. Failure to be familiar with the Marina Rules and Regulations shall not relieve Tenant of its obligation and responsibility to abide by the Marina Rules and Regulations. The Tenant acknowledges that the Landlord shall have full authority in the interpretation and enforcement of the Marina Rules and Regulations.

12. UTILITIES: Tenant shall be responsible for arranging for and paying for all utility services required on the Premises which include electric, water, sewer, and garbage.

13. MAINTENANCE AND REPAIR, RULES: Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition during the term of this Lease.

14. DAMAGE TO PREMISES: In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event

that the Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured part bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the fill rent shall recommence and the Lease continue according to its terms.

15. INSPECTION ON PREMISES: Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon.

16. ANIMALS: NO PETS ALLOWED ON THE PREMISES.

17. SMOKING: NO SMOKING ALLOWED ON THE PREMISES.

18. ABANDONMENT: If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind. TENANT AGREES AND ACKNOWLEDGES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANTS PERSONAL PROPERTY.

19. INDEMNIFICATION: Tenant agrees to indemnify the Landlord against all claims, actions, liability and damages, including attorney's fees whether claimed by the Tenant, its guests, family, employees, agents or other third parties, arising out of the Tenant's possession and/or use of the assigned space and other facilities of the Premises.

Tenant agrees to indemnify the Landlord from and against any claim, suit, loss, liability or costs, including attorney's fees, arising out of, or resulting from, any use, operation or occupancy of the Premises by Tenant or anyone claims by, through or under Tenant.

Nothing contained herein shall constitute or be construed or interpreted as consent by the Landlord or Tenant to be sued or as a waiver of the Landlord's or Tenant's sovereign immunity beyond the limits provided in Section 768.28, Florida Statutes.

20. INSURANCE: Tenant hereby agrees and covenants for the term of this Lease to maintain the following insurance policy(s) with respect to any Tenant leasing space on the Premises under this Agreement.

(a) General Liability Coverage, with a combined single limit of not less than Three Million Dollars (\$3,000,000.00) naming the Landlord as additional insured. Said policy shall include coverage for all liability which may be incurred by the Tenant in its maintenance and operation of its business on the Premises including its underground fuel tanks and associated fuel lines.

(b) The Insurer(s) must be authorized to do business in the state of Florida. The policies and the insurer must be approved by the Landlord, which approval shall not be unreasonably withheld.

(c) All Insurance policies will require that the Landlord be notified at least thirty (30) days prior to any material alteration, cancellation, or non-renewal of the coverage. A certificate of such insurance with the Landlord being named as an additional insured, and a copy of the insurance policies evidencing that the coverage is in full force and effect on the date hereof and throughout the Term, in a form acceptable to the Landlord, shall be furnished to the Landlord within seven (7) days after the effective date of the term. Renewal certificates shall be furnished by the Tenant to the Landlord thirty (30) days prior to the date of expiration of any of any of the policies on the prior certificate.

21. LOSS OR DAMAGE: Unless agreed to in writing by the Landlord in its reasonable sole discretion, in the event that the Premises, or any part thereof is damaged or destroyed by fire or by other casualty, whether or not such casualty is the fault of or results from the negligence of the Landlord, Landlord will repair, restore or rebuild the Premises, or any part thereof to its original state, or such modified state. Such repair, reconstruction or restoration shall commence within one hundred twenty (120) days of the date of the loss or damage. Notwithstanding anything to the contrary set forth in this section, in the event that the Premises are damaged or destroyed by fire or by other casualty to the extent of more than fifty percent (50%) such that the Premises are not useable for the purposes intended by Tenant, then in such case, either party may terminate this Lease by giving the other written notice to such effect within one hundred twenty (120) days after the date of such casualty, and upon such date as specified in said notice, Tenant shall vacate the Premises and this Lease shall terminate, whereupon Landlord and Tenant shall be released from any further obligation hereunder.

22. VENUE: This Lease shall be interpreted in accordance with the laws of the State of Florida and the laws of the United States. Venue for any dispute arising out of this Lease shall be in Palm Beach County or in the United States District Court for the Southern District of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

23. ENFORCEMENT COSTS: If any legal action or other proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses

incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

24. SEVERABILITY: If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such terms or provision, to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Lease shall be not affected, and every other term and provision of this Lease shall be deemed valid and enforceable to the extent permitted by law.

25. WAIVER OF JURY TRIAL: The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Lease.

26. TIME: Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

27. CAPTIONS: The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Lease, not shall such headings affect the meaning or interpretation of this Lease.

28. EXHIBITS: Each exhibit referred to in this Lease forms an essential part of this Lease. The exhibits, if not physically attached, should be treated as part of this Lease and are incorporated herein by reference.

29. SUBORDINATION TO GOVERNMENT AGREEMENTS: Tenant acknowledges and agrees that this Lease is subject to and subordinate to any existing or future agreements of any kind between the Agency and any other public agency of the United States, state, county or any official board, commission, district or other body politic of the county, state or federal government, now or hereafter created, whether specifically mentioned here or not, pertaining to development, construction, operation or maintenance, or the funding thereof, of the Marina Uplands. The Landlord reserves the right to further develop, improve, maintain, modify and repair the Marina Uplands at any time regardless of any impact of the Tenant and without interference or hindrance by Tenant.

30. ENTIRETY OF AGREEMENT: The Landlord and Tenant agree that this Lease sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

31. WAIVER AND RELEASE OF CLAIMS ARISING FROM USE OF THE PREMISES FOR TENANT BUSINESS OPERATIONS: Tenant acknowledges that Landlord is not liable for Tenant's business environment or quality of any provided land based area within the Marina Uplands area as noted on the site Master Plan. Similarly, the Premises and Tenant's business assets (including but not limited to Tenant

associated kiosks, sheds, storage bins, golf carts, etc.) are located within an active construction site, and Tenant acknowledges and agrees to assume full responsibility for protection of its assets and the management of Tenant's provided customer experience from issues that could arise from operating in this construction environment. Tenant acknowledges and agrees that Landlord does not have sufficient control over the provided land based business operation area and the overall Marina Upland's environment (collectively referred to as "Use Risks"), and therefore you agree to waive any claims relating to these Use Risks and fully release the Landlord and its affiliates, employees and agents from any and all liability that could arise from such Use Risks.

[Signatures on following pages]

**MARINA OPERATIONS LEASE
BETWEEN THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND THE CITY OF RIVIERA BEACH**

IN WITNESS WHEREOF, the Parties to this Lease have set their hands and seals on the day and date first written above.

TENANT

CITY OF RIVIERA BEACH

BY: _____
Thomas A. Masters
Mayor

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Claudene Anthony, CMC
City Clerk

BY: _____
Pamala H. Ryan, B.C.S.
City Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

On _____, 2016, before me, _____, Notary Public, personally appeared Thomas A. Masters, Mayor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he signed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, signed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

**MARINA OPERATIONS LEASE
BETWEEN THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND THE CITY OF RIVIERA BEACH**

LANDLORD

CRA

BY: _____
Chairperson of CRA

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

On _____, 2016, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she signed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, signed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____