

ACCESSIBILITY OF BEACH SERVICES AGREEMENT

This Accessibility of Beach Services Agreement (the "Agreement") is made as of AUGUST 8, 2022, by and between The City of Lake Worth Beach Florida, a municipal corporation (the "**City**"), and Gulfstream Owner, LLC, a limited liability company authorized to do business in the State of Florida (the "**Hotel**").

WHEREAS, the City owns and controls the public beach generally located at 10 S. Ocean Blvd., within the municipal boundaries of the City of Lake Worth Beach (the "**Beach**"); and

WHEREAS, the City has contracted with a vendor to provide beach equipment rental concessions at the Beach to the public; and

WHEREAS, prior to investing in construction and operations of a hotel and other structures on the real property described in Exhibit "A", attached hereto, the Hotel desires to establish a framework by which it may utilize the City's vendor to offer similar Beach Services to guests, residents, and related parties of the Hotel ("**Hotel Guests**"); and

WHEREAS, the City has determined it is in the best interests of the public to provide the Beach Services to the Hotel Guests through the City's vendor pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. City Vendor. City has contracted with Oceanside Beach Services, Inc., a Florida corporation, through September 2023, to provide the Beach Services, including beach chairs, chair pads, umbrella, windbreaker/clamshells, and a welcome station with beach chair and umbrella (the "**Beach Services**"). At the conclusion of the current contract term, and from time to time thereafter, the City may further contract with the same vendor or may choose to contract with a different vendor for the same or similar services. City agrees to make use of the Beach Services by Hotel Guests, as described herein, at a commercially reasonable rate not to exceed the rate charged to the general public a requirement of all agreements with City vendors for provision of the Beach Services. If Beach Services are available from the City's Beach Vendor at an appropriate level and commercially reasonable cost, the Hotel will enter the appropriate agreements with the City's Beach Vendor to set forth the terms and conditions for such Beach Services to Hotel Guests. If such agreements terminate or otherwise expire, City and Hotel will work together in good faith to obtain replacement services
2. Use of Beach Services. City and Hotel agree that Hotel Guests may utilize the Beach Services provided by the City's vendor to the same extent as other users of the Beach pursuant to the contract between the City and the vendor; except the vendor will charge the Hotel for such Beach Services rather than the Hotel Guests paying with cash or credit directly to the vendor. All Beach Services will be available on a first come, first served basis to both the public and Hotel Guests. The Hotel acknowledges and agrees that Beach Services for Hotel Guests must be obtained by the Hotel Guests in person directly and not

by Hotel staff or by appointment. The Hotel will work directly with the vendor to establish a commercially reasonable rate and the procedures for Hotel Guests to directly obtain the Beach Services in person and for the vendor to charge the same to the Hotel.

3. Amendment to Beach Services. Prior to the conclusion of the current, or any future, contract term for Beach Services, Hotel may notify City of its desire to include additional services to be made available to Hotel Guests, and the City may, in its sole discretion, amend the Beach Services offered to the public and the Hotel Guests.
4. Covenant with the Land. The benefits and burdens of this Agreement shall run with the land and be binding on the City and the Hotel and their successors and assigns and successor owners of the Hotel property. Upon execution by the parties, the Hotel shall record this Agreement in the Public Records of Palm Beach County, Florida.
5. Dispute Resolution. This Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of law principles. Any and all legal action, including mediation, necessary to enforce this Agreement will be held in Palm Beach County, Florida. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorney's fees. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of this Agreement.
6. Public Entity Crimes. As provided in Sections 287.132-134, Florida Statutes, as amended from time to time, by entering into this Agreement, Hotel certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list or the discriminatory vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
7. Palm Beach County IG. In accordance with Palm Beach County ordinance number 2011-009, this Addendum and this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Hotel should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.
8. Public Records. This Agreement and any and all records related hereto are public records subject to Chapter 119, Florida Statutes.
9. The parties agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Accessibility of Beach Services Agreement as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

HOTEL:

GULFSTREAM OWNER, LLC

By: _____
William Milne
PRESIDENT

STATE OF FLORIDA
COUNTY OF *Palm Beach*

The foregoing instrument was acknowledged before me by means of physical presence on the 8 day of August, 2022 by William Milne, as Authorized Signatory of Gulfstream Owner, LLC, a foreign corporation authorized to do business in Florida, who is [] personally known to me or [] produced a driver's license as identification and who took an oath as empowered to bind the Hotel to this Agreement.



My Commission Expires: Nov. 2, 2024

Exhibit A

Legal Description of Hotel property

The Land referred to herein below is situated in the County of Palm Beach, State of Florida, and is described as follows:

PARCEL 1

LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, THE PALM BEACH FARMS CO. PLAT NO. 2, LUCERNE TOWNSITE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

AND

LOTS 7 AND 8, BLOCK 33, THE PALM BEACH FARMS CO. PLAT NO. 2, LUCERNE TOWNSITE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

AND

LOTS 1 THROUGH 6, BLOCK 33, THE PALM BEACH FARMS CO. PLAT NO. 2, LUCERNE TOWNSITE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LANDS LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

AND

PARCEL 2

THAT CERTAIN 10 FOOT WIDE STRIP OF LAND LYING WEST OF AND ADJACENT TO THE FOLLOWING DESCRIBED PARCEL:

LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, THE PALM BEACH FARMS CO. PLAT NO. 2, LUCERNE TOWNSITE, (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.