

RIGHT-OF-WAY LICENSE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2017, by and between the City of Hollywood, a municipal corporation of the State of Florida, (hereinafter "Licensor") and Robert L. Marks and Barbara A. Marks, his wife, (hereinafter "Licensees").

WITNESSETH:

1. Licensor grants to Licensees, subject to the terms and conditions hereinafter set forth, the use of the following property, to wit:

The North 5.5 feet of the South 30 feet of Lots 20, 21 and 22, Block 65, "HOLLYWOOD LAKES SECTION", according to Plat thereof, as recorded in Plat Book 1, Pages 32, of the Public Records of Broward County, Florida,

to be used by Licensees solely and exclusively for a CBS decorative wall, hereinafter referred to as the "Encroachment". Said License Agreement is for a fixed ten (10) year term which expires on _____, 2027.

2. Licensees shall pay to the Licensor a license fee of Two Hundred Dollars (\$200.00), inclusive of the applicable tax equal to six percent (6%), for the term of this Agreement, and said license fee shall be due upon the signing of this License Agreement.

3. Licensees shall maintain, at their own expense, Public Liability Insurance covering the licensed premises and resultant uses thereof in the amount of \$500,000.00 and will maintain property damage coverage for a minimum of \$500,000.00, the premium of which shall be paid prior to execution of this License Agreement. Said insurance shall name the City of Hollywood, Florida, as an additional insured and shall provide that the City will receive notice of any cancellation or change in coverage. Licensees shall furnish Licensor with Certificates of Insurance. Any lapse of this coverage during the period of the License Agreement shall be grounds for termination of this License Agreement by the Licensor.

4. In consideration for use of the Licensor's right-of-way, the entering of this Agreement by the Licensor and other good and valuable consideration, the Licensees shall indemnify and hold harmless the Licensor from and against all claims, suits, actions, damages, or causes of action arising during the term of this License Agreement for any personal injury, loss of life or damage to the property sustained by reason of or as a result of the use of the premises for which this License Agreement is entered into, or by the actions of their agents, employees, and/or invitees, and from the against any orders, judgments, or decrees, which may be entered thereto, and from and against all costs, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof, Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or

comparative negligence on the part of the City 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 therefore 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. These provisions shall survive the expiration or earlier termination of this License Agreement. Nothing in this License Agreement shall be construed to affect in any way the Licensor's rights, privileges, and immunities under the doctrine of "sovereign immunity" as set forth in Section 768.28, Florida Statutes.

5. Licensees shall pay all taxes, including ad valorem taxes, which may become due upon the licensed premises.

6. Licensees shall be responsible for maintenance and repair of the right-of-way premises during the term of the License Agreement. Licensees shall comply with all City of Hollywood Code of Ordinances and all other applicable state, county and local laws.

7. Licensees shall not construct, install or maintain any equipment or obstructions upon the right-of-way premises nor use the premises for anything other than the encroachment listed above.

8. Licensees shall not assign this License Agreement.

9. Licensees shall remove, at their expense, the above listed Encroachment and shall restore the land to the same condition as existed prior to the maintenance, use, repair, or placement of the Encroachment thereon by Licensees or their predecessors in interest, within thirty (30) days of the expiration or termination of this License Agreement unless a new License Agreement is entered into with Licensor; and if Licensees fail to comply with this condition, Licensor shall have the right to remove such Encroachment without notice, and charge for removal and restoration of the licensed premises shall be a lien upon the property located at 925 S. Northlake Drive, Hollywood, Florida.

10. If Licensor at any time shall have need for the right-of-way premises, or any part thereof, for any public right-of-way purposes, including but not limited to utility purposes or for constructing improvements, Licensor may terminate this License Agreement on thirty (30) days written notice to the Licensees. Notice shall be sent by certified mail, return receipt requested, to the address listed below.

11. This License Agreement shall automatically transfer to the successor in interest upon sale or other conveyance of the property located at 925 S. Northlake Drive, Hollywood, Florida. The successor in interest of the property shall be bound by the terms and conditions of this License Agreement, and shall execute a new License Agreement.

12. The breach of any one term of this License Agreement by the Licensees and/or persons under their supervision or control will be cause for immediate termination of this License Agreement by the Licensor. Notice to the Licensee shall be sent by certified mail, return receipt requested to the address listed in Paragraph 10 above. Licensee may terminate this License Agreement upon thirty (30) days prior written notice. Notice to Licensor shall be sent by certified mail, return receipt request to:

As to Licensor: City Manager's Office
City of Hollywood
2600 Hollywood Blvd, Room 419
Hollywood, FL 33020

With a copy to: City Attorney
City of Hollywood
2600 Hollywood Blvd, Room 407
Hollywood, FL 33020

As to Licensees: Robert L. Marks and Barbara A. Marks
925 S. Northlake Drive
Hollywood, FL 33019

13. This License Agreement shall be binding upon the Licensees' heirs, executors, successors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

ATTEST: CITY OF HOLLYWOOD, a municipal Corporation of the State of Florida

PATRICIA A. CERNY, MMC
CITY CLERK

JOSH LEVY, MAYOR

Approved As To Form And Legality
For the use and reliance of the
City of Hollywood, Florida, only

Approved:

DR. WAZIR A. ISHMAEL
CITY MANAGER

ALAN FALLIK
ACTING CITY ATTORNEY

(RIGHT-OF-WAY LICENSE AGREEMENT BETWEEN THE CITY OF HOLLYWOOD AND ROBERT L. MARKS AND BARBARA A. MARKS)

WITNESSES:

As to Licensees Signature
Print Name: _____
Address: _____

As to Licensees Signature
Print Name: _____
Address: _____

LICENSEES:

Robert L. Marks
Date: _____

Barbara A. Marks
Date: _____