

## RIGHT-OF-WAY- LICENSE AGREEMENT

THIS AGREEMENT made and entered inot this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter "Licensor") and Family Tire Distributors, Inc. a Florida corporation authorized to do business in the State of Florida (hereinafter "Licensee").

### W I T N E S S E T H:

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

The East 10 feet of the North 27 feet to North 20<sup>th</sup> Avenue, lying South of the North line of Lot 20, extruded Westerly, Block 39, "NORTH HOLLYWOOD" according to the Plat thereof, as recorded in Plat Book 4, Page 1 of the Plublic Records of Broward County, Florida, and the South 10 feet of the West 60 feet of Hayes Street lying East of the West line of said Lot 20 extruded Northerly, Block 39.

to be used by Licensee sole and exclusively for customer parallel parking and the temporary loading/unloading of tires along Hayes Street and for installation of a landscape buffer with 6" extruded curbing along a portion of North 20<sup>th</sup> Avenue hereinafter referred to as the "encroachment." Said License Agreement is for a fixed five (5) year term which expires on September 30, 2018.

2. Licensee shall pay to the Licensor a license fee of Five Hundred Forty Dollars and No Cents (\$540.00) during the first year of the term which is based on three (3) parking spaces at Fifteen Dollars (\$15.00) per space per month including applicable rental tax in the amount equal to six percent (6%), for a total amount of Five Hundred Seventy-Two Dollars and Forty Cents (\$572.40). The first year's annual license fee shall be due upon the signing of this License Agreement. All subsequent years license fees (years 2, 3, and 4) may, at the City's sole option, be based upon the prevailing market rate at the time of each year's anniversary date and such license fee shall be paid on a yearly basis.

3. Licensee shall maintain, at its own expense, Public Liability Insurance covering the licensed premises and the resultant uses thereof in the amount of \$500,000, and will maintain property damage coverage for a minimum of \$500,000, the premium of which shall be paid prior to the 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. Licensee 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 License Agree by the Licensor.

4. In consideration for use of the Licensor's right-of-way, the entering of this License Agreement by the Licensor and other good and valuable consideration, the Licensee 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 personal injury, loss of life or damage to the property sustained by reason or as a result of the uses of the premises for which this License Agreement is entered into, or by the actions of their agents, employees, and/or invitees, and from and 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 investigation thereof and the defense of any action 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 of 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" and as set forth in Section 768.28, Florida Statute.

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

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

7. Licensee shall not construct, install or maintain any equipment or obstructions upon the right-of-way premises nor use the premises for anything other than customer parking and the temporary loading/unloading of tires along Hayes Street.

8. Licensee shall not assign or sublet this License Agreement.

9. Licensee shall remove, at its expense, all encroachments other than the landscaped buffer improvements, and shall restore the land to the same condition as existed prior to the maintenance, use repair, or placement of the encroachments thereon by Licensee or its 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 the Licensors; and if Licensee fails to comply with this condition, Licensors shall have the right to remove such encroachment without notice, and charges for removal and restoration of the licensed premises shall be a lien upon the property located at 1029 North 20<sup>th</sup> Avenue, Hollywood, Florida.

10. This License Agreement shall automatically transfer to the successor in interest upon the sale or other conveyance of the property located at 1029 North 20<sup>th</sup> Avenue, Hollywood, Florida. The successor in interest of the property shall be bound by the terms and conditions of this License Agreement and shall re-execute this License Agreement upon such sale or other conveyance. This Agreement shall be recorded in the Public Records of Broward County, Florida.

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

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

As to Licensors:	Director of Real Estate City of Hollywood 2600 Hollywood Boulevard, Room 419 Hollywood, FL 33020
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With a copy to:	City Attorney 2600 Hollywood Boulevard, Room 407 Hollywood, FL 33020
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As to Licensee:                      Family Tire Distributors, Inc.  
   c/o Michael Cohen  
   2817 Pembroke Road  
   Hollywood, FL 33020

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

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

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

ATTEST:

\_\_\_\_\_  
PATRICIA A. CERNY, MMC  
CITY CLERK

By: \_\_\_\_\_  
PETER BOBER, MAYOR

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

Approved by:

\_\_\_\_\_  
CATHY SWANSON-RIVENBARK  
MANAGER OR HER DESIGNEE

\_\_\_\_\_  
JEFFRY P. SHEFFEL,  
CITY ATTORNEY

LICENSEE:

FAMILY TIRE DISTRIBUTORS, INC.

By: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_