

## RIGHT-OF-WAY LICENSE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida, (hereinafter the "LICENSOR" or "City") and NOTBYCHANCE, INC., a Florida corporation authorized to do business in the State of Florida (hereinafter the "LICENSEE").

### WITNESSETH:

1. Licensor grants to Licensee subject to the terms and consideration hereinafter set use of that portion of the right-of-way as more particular described as follows:

Commence at the Northwest corner of Lot 1, in Block 18, "South Hollywood Amended", according to the Plat thereof, as recorded in Plat Book 4, Page 10, of the Public Records of Broward County, Florida; thence Southerly along the West line of Lot 1 and the East right-of-way of South 30th Avenue, a distance of 28.0 feet to a point; thence, Westerly a distance of 35.00 feet to the point of beginning; thence still Westerly a distance of 15.0 feet to a point on the Westerly right-of-way of South 30th Avenue; thence Northerly along the Westerly right-of-way of South 30th Avenue, a distance of 160.0 feet to a point; thence, Easterly a distance of 15.0 feet to a point; thence Southerly and parallel to the West right-of-way of South 30<sup>th</sup> Avenue a distance of 160.0 feet to the point and place of beginning.

Contains 2400 square feet, more or less

to be used by Licensee solely and exclusively for seventeen (17) customer and employee parking spaces, hereinafter referred to as "the Encroachment." Said License Agreement is for a fixed four (4) year term which expires on October 1, 2018.

2. Licensee shall pay to the Licensor an annual license fee of Three Thousand Three Hundred and Fifteen Dollars and No Cents (\$3,315.00) during the first year of this agreement, plus applicable rental tax in the amount equal to six percent (6%) of its annual license fee, for a total amount of Three Thousand Five Hundred Thirteen Dollars and Ninety Cents (\$3,513.90) each year. This license fee shall be paid quarterly. All subsequent years license fees (years 2, 3 and 4) shall be based upon prevailing market rate at the time of each year's anniversary date and such license fee shall be paid on a quarterly 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 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 changes in coverage. Licensee shall furnish Licensor with Certificate 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 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, action, 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 for which this License Agreement is entered into, or by the actions of their 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 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. 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" and as set forth in Section 768.28, Florida Statutes.

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 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 private parking for its employees and customers.

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

9. Licensee shall remove, at its expense, the above listed Encroachment and shall restore the land to the same condition as existed prior to the maintenance, use, repair or replacement of the Encroachment 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 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 1321 S. 30<sup>th</sup> Avenue, Hollywood, Florida.

10. This License Agreement shall automatically transfer to the successor in interest upon sale or other conveyance of the property located at 1321 S. 30<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 agreement upon such sale or other conveyance.

11. If Licensors 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, Licensors may terminate this License Agreement on thirty (30) days written notice to the Licensee. Notice shall be sent by certified mail, return receipt request, 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 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 Licensors shall be sent by certified mail, return receipt requested to:

As to Licensor: City Engineer  
City of Hollywood  
2600 Hollywood Boulevard, Room 308  
Hollywood, Florida 33020

With a copy to: City Attorney  
2600 Hollywood Boulevard, Suite 407  
Hollywood, Florida 33020

As to Licensee: NOTBYCHANCE  
1321 S. 30<sup>TH</sup> Avenue  
Hollywood, Florida 33020

With a copy to: Modern Bookkeeping  
P.O. Box 408  
Durand, MI 48429

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

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

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

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

ATTEST:

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

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

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

WITNESSES:

\_\_\_\_\_  
As to Licensee (Signature)

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

Address:\_\_\_\_\_

\_\_\_\_\_

NOTBYCHANCE, INC.

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

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

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

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