

Prepared By:
Alan Fallik
City of Hollywood
2600 Hollywood Blvd., Room 407
Hollywood, FL 33022

Right of Way Occupancy Permit
(Encroachment into Public Property)

THIS PERMIT, dated as of the ____ day of _____, 20__, issued to 2008 Hollywood, LLC, (hereinafter referred to as "OWNER"), whose address is 275 Madison Avenue, Suite 702, c/o Jenel Management Corp., New York, NY 10016, by the City of Hollywood, Florida (hereinafter referred to as "CITY"), a municipal corporation, shall be revocable by CITY at any time, without cause. In consideration of receipt of this permit, OWNER agrees to be bound by the following limiting conditions:

1. All structures built by OWNER which encroach into public property shall remain the property of OWNER, who shall be solely responsible for ensuring that such structures remain in good and safe condition. In the event of failure to so comply within 30 days of written notice, CITY may remove the encroachment and OWNER shall be responsible for all removal costs. CITY assumes no liability with regard to injuries caused others by a failure of OWNER to meet this requirement.

2. OWNER acknowledges that it intends to construct a cinema marque sign across a portion of the building frontage on property (the "Property") described as:

"TOWN OF HOLLYWOOD" 1-21, LOT 27 AND 15, BLOCK 9, WITH A
PROPERTY ADDRESS OF 2015 HOLLYWOOD BOULEVARD,
HOLLYWOOD, FL 33020.

This sign structure will encroach into public property designated as Hollywood Boulevard as shown on Exhibit "A" attached hereto. In the event the CITY wishes to use the Hollywood Boulevard for any purpose requiring the removal of the roof structure, OWNER hereby agrees that the removal and reinstallation of this or any other encroachment into Hollywood Boulevard shall be the responsibility of OWNER. In the event of failure to so comply within 30 days of written notice, CITY may remove the encroachment and OWNER shall be responsible for all removal costs. In the event of an emergency for which CITY must obtain immediate use of Hollywood Boulevard, CITY may damage or remove the encroachment without notice to OWNER and OWNER shall reimburse CITY for all costs incurred by CITY in connection therewith. OWNER bears all risk of loss as to monies expended in furtherance of the encroachment.

3. OWNER agrees to pay all investigative costs, court costs and reasonable attorney's fees resulting from any successful action taken by CITY to obtain compliance with the conditions of this permit or removal of the encroachment.

4. OWNER shall indemnify and hold harmless CITY and its officers, employees and employees from and against all claims, damages, losses and expenses arising out of or relating to any encroachment into Hollywood Boulevard, provided that any such claim, damage, loss or expense is attributed to bodily injury, sickness, disease, personal injury or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom. This obligation expressly includes any alleged or actual negligence by CITY as to the encroachment, including enforcement of permit conditions. Nothing in this Agreement shall be constructed to limit the rights, privileges or immunities accorded to CITY under the doctrine of sovereign immunity or Florida Statutes Section 768.28.

5. Indemnity under this Agreement shall relate back to the issuance of the building permits for the construction of the encroachment into Hollywood Boulevard and shall continue in full force until the encroachment is removed.

6. OWNER agrees to defend against any claims brought, or actions filed, against CITY with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, CITY agrees that OWNER may employ attorneys of their own selection to appear and defend the claim or action on behalf of CITY, at the expense of OWNER. OWNER, subject to CITY'S review and approval, shall have the authority for the direction of the defense. The City Commission shall review and decide upon the acceptability of any compromise or settlement of any claims or actions against CITY.

7. In the event OWNER sells or in any way conveys the Property to another party, such new owner, and any subsequent owner or successor in interest, shall succeed to all rights and responsibilities of OWNER hereunder.

8. This Agreement shall be recorded in the Public Records of Broward County, with OWNER paying the costs of such recordation.

9. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF HOLLYWOOD, 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:

2008 HOLLYWOOD, LLC

Print: _____

BY: _____

Print Name and Title

Print: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ of _____
20__, by _____.

NOTARY PUBLIC

Print, type or stamp name

My commission expires:

Personally known _____ OR Produced Identification _____
Type of Identification Produced _____