

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

REVOCABLE LICENSE AGREEMENT

(Encroachment into Public Right-of-Way for 2031 Harrison Street)

THIS REVOCABLE LICENSE AGREEMENT is dated as of the ____ day of August, 2017, and issued to 2031 Harrison LLC, a Florida limited liability company (hereinafter referred to as "OWNER"), whose post office address is 1940 Harrison St., Suite 303, Hollywood, FL 33020, by the CITY OF HOLLYWOOD, FLORIDA (hereinafter referred to as "CITY"), a municipal corporation. In consideration of receipt of this revocable license agreement, OWNER agrees to be bound by the following limiting conditions:

1. All structures extending from the building constructed on the "Property" described below 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 OWNER'S failure to so comply within 30 days after receipt of written notice from CITY given by certified mail, postage prepaid and return receipt requested, addressed to the address for OWNER set forth above or such other address as OWNER may notify City to use, CITY may remove the encroachment and OWNER shall be responsible for all reasonable removal costs. CITY assumes no liability with regard to injuries caused others by a failure of OWNER to meet this requirement.

2. OWNER, the owner of the property located at 2031 Harrison Street, Hollywood, Florida and described as:

Lots 7 and 8 in Block 8 of HOLLYWOOD, according to the Plat thereof recorded in Plat Book 1, at Page 21, of the Public Records of Broward County, Florida ("the Property")

acknowledges that a portion of the building located on the Property encroaches into the public right-of-way designated as Harrison Street. In the event CITY wishes to use Harrison Street for public right-of-way purposes requiring the removal of the encroachment, OWNER hereby agrees that the removal of the encroachment into Harrison Street shall be the responsibility of OWNER. In the event of OWNER'S failure to so comply within ninety (90) days after receipt of written notice from CITY given by certified mail, postage prepaid and return receipt requested, addressed to the address for OWNER set forth above or such other address as OWNER may notify City to use, CITY may remove the encroachment and OWNER shall be responsible for all reasonable removal costs. OWNER bears all risk of loss as to monies expended in furtherance of the continued existence of the encroachment.

3. 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.

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

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

CITY OF HOLLYWOOD, FLORIDA

BY: _____

ENDORSED AS TO FORM & LEGALITY
For the use and reliance of the
CITY OF HOLLYWOOD, FLORIDA, only:

ALAN FALLIK, ACTING CITY ATTORNEY

WITNESSES:

2031 HARRISON LLC

Print: _____

BY: _____

Print Name and Title

Print: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of August, 2017, by _____
_____.

NOTARY PUBLIC

Print, type or stamp name

My commission expires:

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