

RIGHT OF WAY LICENSE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Hollywood, a municipal corporation of the State of Florida, (hereinafter "Licensor") and STBN, LLC a Florida limited liability corporation authorized to do business in State of Florida (hereinafter "Licensee").

WITNESSETH:

1. Licensor grants to Licensee, subject to the terms and conditions hereinafter set forth, the use of that portion of the right-of-way along North 35th Avenue lying in Section 8, Township 51 South, Range 42 East, in the City of Hollywood, Broward County, Florida, and being more particular describe in Exhibit "A" attached hereto and incorporated herein by reference, to be used by Licensee solely and exclusively for one (1) business / patient parking space plus a gate at 1201 N. 35th Avenue, hereinafter referred to as the "License Premises". Said License Agreement is for a fixed four (4) year term which expires on _____, 2021.

2. Licensee is required to pay a license fee for the 1st year in the amount of Four Hundred Four Dollars and Fifty-Two Cents (\$404.52) which is based on one (1) parking spaces at Thirty-One Dollars and Eighty Cents (\$31.80) per space per month plus applicable rental tax in the amount equal to six percent (6%) of its annual license fee, payable quarterly in advance to City of Hollywood c/o Financial Services. Any late payments will be subject to late payment interest based on the Florida statutory rate of interest. Commencing on the first anniversary of the first day of the first full calendar month during the term of this License Agreement and continuing on each anniversary of such date thereafter, the amount of the license shall be increased by three percent (3%).

3. Licensee shall maintain, at its own expense, Public Liability Insurance covering the licensed premises and 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 that Licensor 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 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 Licensor and other good and valuable consideration, Licensee shall indemnify and hold harmless 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 its 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 Licensor relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the Licensor 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 order, judgment or decree which may be entered in any such action 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. Licensee shall be responsible and liable for any and all federal, state, and local taxes levied as a result of the use of the premises and activities covered by this License Agreement. Failure to remit taxes when notified by any federal, state or local authority that such are overdue shall constitute a breach of this License Agreement for which the Licensor may exercise any remedy available to it by law or as provided herein.

6. Licensee shall be solely responsible for the cost of parking improvements, as well as, ongoing maintenance and repair of the License 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 License Premises nor use the premises for anything other than parking for its employees and/or customers.

8. Licensee shall obtain all necessary permits and approvals from Licensor relating to any and all parking improvements to the subject property and shall comply with all City Ordinances.

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

10. The Licensee shall surrender possession of the License Premises at the expiration of the License Term, along with all alterations, additions, and improvements thereto, in good condition and repair, reasonable wear and tear and damage by casualty excepted. The Licensee expressly waives to the Licensor the benefit of any statute requiring notice to vacate the License Premises at the end of the term or at the end of any subsequent term for which this License may be renewed and any other law now in force or hereafter adopted requiring any such notice, and the licensee covenants and agrees to give up quiet and peaceful possession and surrender the License Premises together with all the improvements thereon and appurtenances upon expiration of the term and earlier termination of this License without further notice from the Licensor. The Licensee acknowledges and agrees that upon the expiration or sooner termination of this License any and all rights and interests it may have either at law or in equity to the License Premises and improvements shall immediately cease.

11. This License Agreement shall automatically transfer to the successor in interest upon sale or other conveyance of the property located at 1201 N. 35th 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.

12. If Licenser at any time shall have need for the License Premises, or any part thereof, for any public right-of-way purposes, including but not limited to, utility purpose or for construction improvements, Licenser may terminate this License Agreement on thirty (30) days written notice to the Licensee. Notice shall be sent by certified mail, return receipt requested, to the address listed in Paragraph 11 above.

13. Default by Licensee. The following shall constitute an Event of Default hereunder:

(a) failure of Licensee to pay Base Rent, Additional Rent, or any charges due hereunder and such default continues for ten (10) days after written notice for Licenser; and

(b) failure of Licensee to comply with the material terms, conditions, or covenants of this Agreement that the Licensee is required to observe or perform and such default continues for a period of thirty (30) days after written notice from Licenser; or

(c) this Agreement or the License Premises or any part thereof is taken upon execution or by other process of law directed against Licensee, or are taken upon or subject to any attachment by any creditor of Licensee or claimant against Licensee, and such attachment is not discharged with ninety (90) days after its levy, or

(d) Licensee shall be unable to pay the Licensee's debts as the same shall mature; or

(e) Licensee shall file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or an arrangement with o for the benefit of Licensee's creditors; or

(f) Licensee shall apply for or consent to the appointment of a receiver trustee or conservator for any portion of the Licensee's property or such appointment shall be made without the licensee's

(g) Abandonment or vacation of any portion of the License Premises by the Licensee for a period of more than ninety (90) consecutive days.

14. Remedies. If Licensee fails to cure an Event of Default within the time provided, therefor, the Licensors shall have the right to terminate this License Agreement and Licensee's right of possession of the License Premises will cease and the state conveyed by this License shall revert in the Licensors.

15. Notices. Notices shall be sent by certified mail, return receipt requested as follows:

As to Licensee: _____

As to Licensors: Office of the City Manager
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

16. This License Agreement shall be binding upon the 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.

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 CITY OF HOLLYWOOD AND STBN, LLC.)

WITNESS:

As to Licensee Signature
Printed Name: _____
Address: _____

As to Licensee Signature
Printed Name: _____
Address: _____

LICENSEE: STBN, LLC

BY: _____
Signature
Print Name: _____
Title: _____
Date: _____