

## **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 High Ridge Management Corporation, a Florida corporation authorized to do business in the State of Florida, whose Federal I.D. No. is 650499321 d/b/a Hollywood Hills Nursing Home, (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:

Commence at the Southeast corner of Lot 12, Block 45, of Hollywood Hills" as recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida, said point also being on the North right-of-way line of Garfield Street; thence Westerly along the said right-of-way line of Garfield Street, a distance of 91.8 feet to the Point of Beginning; thence, Westerly and still along the North right-of-way of Garfield Street, a distance of 486.9 feet to a point; thence S29°-15'E a distance of 22.9 feet to a point; thence Easterly and parallel with the North right-of-way of Garfield Street, a distance of 486.9 feet to a point; thence N29°-15' W a distance of 22.9 feet to the Point and Place of Beginning.

Contains 9,738 square feet, more or less, as more specifically described in Exhibit "A" attached hereto and incorporated herein by reference ("the Property"), to be used by Licensee solely and exclusively for thirty-nine (39) motor vehicle parking spaces, hereinafter referred to as the "Encroachment." Said License Agreement is for a fixed four (4) year term which expires on October 31, 2018.

2. Licensee shall pay to the Licensor an annual license fee of Seven Thousand Six Hundred Five Dollars and No Cents (\$7,605.00) during each year of the term which is based on thirty-nine (39) parking spaces at Sixteen Dollars and Twenty-five Cents (\$16.25) per space, per month plus applicable rental tax in the amount equal to six percent (6%) of its annual license fee for a total amount of Eight Thousand Sixty-one Dollars and Thirty Cents (\$8,061.30) for the first year. The first year's annual license fee shall be payable on a quarterly basis and the first quarterly installment shall be due upon the signing of this License Agreement, and each subsequent quarterly payment shall be due at the beginning of each new quarter. All subsequent years license fees shall 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 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 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 the Licensor and other good and valuable consideration, the Licensees shall indemnify and hold harmless the Licensor, its agents, officers, and employees 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 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 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 Property 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 (other than concrete bumper stops where such will not obstruct traffic or pedestrian movement on the remaining portion of the right-of-way) upon the right-of way premises nor use the premise for anything other than private parking.

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

9. Licensee shall remove, at its expense, the above listed Encroachment and any other materials, equipment or other encroachment, and shall restore the land to the same condition as existed prior to the maintenance, use, repair, or placement 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 Licensor; and if Licensee fails to comply with this condition, Licensor 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 1200 N. 35<sup>th</sup> Avenue, Hollywood, FL 33021

10. This License Agreement shall automatically transfer to the successor in interest upon sale or other conveyance of the property located at 1200 N. 35<sup>th</sup> Avenue, Hollywood, FL 33021. 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. This Agreement shall be recorded in the Public Records of Broward County, Florida.

11. If Licensor at any time shall have need for the Property, or any part thereof, for any public right-of-way purposes, including but not limited to utility purposes or for constructing improvements, Licensor 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 or entities under its supervision or control, will be cause for immediate termination of this License Agreement by the Licensor. This License Agreement may be terminated by Licensee upon thirty (30) days' written notice to Licensor. Notice to the Licensee shall be sent by certified mail, return receipt requested, at the address listed below. Notice to the Licensor 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, Room 407  
Hollywood, Florida 33020

As to Licensee: Administrator  
Hollywood Hills Nursing Home  
1200 N. 35th Avenue  
Hollywood, FL 33021

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RIGHT-OF-WAY LICENSE AGREEMENT BETWEEN CITY OF HOLLYWOOD AND  
HIGH RIDGE MANAGEMENT CORPORATION.

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

IN WITNESS WHEREOF, the parties hereunto 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

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

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

Approved By:

\_\_\_\_\_  
CATHY SWANSON-RIVENBARK  
CITY MANAGER

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

WITNESSES:

HIGH RIDGE MANAGEMENT CORP.

\_\_\_\_\_  
AS to Licensee (Signature)

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

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

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

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

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

\_\_\_\_\_

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