

## RIGHT-OF-WAY LICENSE AGREEMENT

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter “Licensor”) and Greg Salsburg, d/b/a Penn Dutch Food Center a corporation authorized to do business in the 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 rights-of-way denoted as Parcel “A” and Parcel “B” lying in Section 4, Township 51 South, Range 42 East, in the City of Hollywood, Broward County, Florida, and being more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, to be used by Licensee solely and exclusively for fifteen (15) employee / customer parking spaces, hereinafter referred to as “the Encroachment.” Said License Agreement is for a fixed four (4) year term which expires on \_\_\_\_ day of \_\_\_\_\_, 2021.

2. Licensee is required to pay a license fee for the 1<sup>st</sup> year in the amount of Six Thousand Sixty-Seven Dollars and Forty-Four Cents (\$6,067.44) which is based on Fifteen (15) parking spaces at Thirty-one Dollars and Eighty (\$31.80) per space per month plus applicable rental tax in the amount equal to six percent (6%), 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 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 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 Licensor.

4. In consideration for use of 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, action, damages, or causes of action arising during the term of this License Agreement for any personal injury, loss of life or damage to 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 include any negligence or comparative negligence on the part of Licensor relating to such loss or damage and shall include all costs, expenses and liabilities incurred by 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 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 Agreement. Nothing in this Agreement shall be construed to affect in any way 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 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 Licensor may exercise any remedy available to it by law or as provided herein.

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 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. 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 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 1209 S. 30<sup>th</sup> Avenue, Hollywood, Florida.

11. This License Agreement shall automatically transfer to the successor in interest upon sale or other conveyance of the property located at 3950 North 28<sup>th</sup> Terrace, 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 Licensor at any time shall have a 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, Licensor may terminate this License Agreement upon thirty (30) days' written notice to Licensee. Notice shall be sent by certified mail, return receipt requested, to the address listed in Paragraph 11 above.

13. The breach of any one term of this License Agreement by Licensee and/or persons under its supervision or control will be cause for immediate termination of this Agreement by Licensor. Notice to Licensee shall be sent by certified mail, return receipt requested, to the address listed in Paragraph 11 above. Notice to Licensor shall be sent by certified mail, return receipt requested, to:

As to Licensor: Chief Development Officer  
Office of City Manager  
City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020

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

14. 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.

ATTEST:

CITY OF HOLLYWOOD, FLORIDA, 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 by:

\_\_\_\_\_  
CITY MANAGER OR HIS DESIGNEE

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

WITNESSES:

\_\_\_\_\_  
As to Licensee (Signature)  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
As to Licensee (Signature)  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

LICENSEE:

PENN DUTCH FOOD CENTER, a  
corporation authorized to do business  
in the State of Florida

By: \_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_