

RIGHT-OF-WAY LICENSE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 2014, by and between the City of Hollywood, a municipal corporation of the State of Florida, (hereinafter "Licensor"), and the South Broward Hospital District, d/b/a Memorial Healthcare System, (hereinafter "Licensee".)

WITNESSETH:

1. Licensor grants to Licensee, subject to the terms and conditions hereinafter set forth, the following described property, to-wit:

A portion of Garfield Street right-of-way as shown on the plat of "HOLLYWOOD HILLS", according to the plat thereof, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, being more particularly described as follows:

The South 15 feet of the North 55 feet of the Garfield Street right-of-way beginning 62 feet west of the west right of way line of North 35th Avenue and extending westerly a distance of 70 feet.

to be used by Licensee solely and exclusively for the construction and maintenance thereon of a loading/unloading area, hereinafter referred to as "the Encroachment." Said License Agreement is for a fixed four (4) year term commencing on August 1, 2014, and expiring on August 1, 2018.

2. Licensee shall pay to the Licensor an annual license fee of One Hundred Ninety-Five Dollars and No Cents (\$195.00), during each year of the term which is based on one loading/unloading parking space at sixteen dollars and twenty-five cents (\$16.25) per space, per month. The first year's annual license fee shall be due upon the signing of this License Agreement, and such subsequent payment shall be due on the anniversary of the license date first above written.

3. The parties hereby agree that the Licensee is self-insured pursuant to Section 768.28, Florida Statutes as it relates to tort liability. Licensee shall provide City with documentation evidencing coverage of the applicable right-of-way and resultant uses for property damage in the minimum amount of \$100,000.00. Any requirement for property insurance under the Agreement may be satisfied, at licensee's option, through self-insurance for which Licensee shall be responsible, or through commercial insurance that is subject to deductibles for which Licensee shall be responsible.

4. In consideration for use of the Licensors right-of-way, the entering of this License Agreement by the Licensors and other good and valuable consideration, the Licensee shall, to the extent permitted by law, and subject to the monetary limits set forth in Section 768.28, Florida Statutes, indemnify and hold harmless the Licensors 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 actions, and the investigation thereof. Such obligation to indemnify and hold harmless 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

Licensors' rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

5. To the extent Licensee is determined not to be tax exempt, 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 lease. Failure to remit taxes when notified by any federal, state, or local authority that such are overdue shall constitute a breach of this license for which the City may exercise any remedy available to it by law or as provided herein.

6. Licensee shall be responsible for maintenance and repair of the licensed 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 licensed premises nor use the premises for anything other than a loading/unloading area for delivery vehicles.

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

9. Licensee shall remove, at its expense, the above listed Encroachment, and shall restore the land to the same condition as existed prior to the construction, maintenance 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 agreement is entered into with Licensors; and if Licensee fails to comply with this condition, Licensors 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 3501 Johnson Street, Hollywood, Florida 33021

10. This License Agreement shall automatically terminate upon sale or other conveyance of the property located at 3501 Johnson Street, Hollywood, Florida 33021.

11. If Licensor at any time shall have need for the licensed premises, or any part thereof, for any public purposes, including but not limited to utility purposes or for constructing improvements, Licensor may terminate this agreement on thirty (30) days written notice to the Licensee.

12. The breach of any one term of this agreement by the Licensee and/or persons under its supervision or control, will be cause for immediate termination of this Agreement by the Licensor. Licensee may terminate this agreement upon thirty (30) days written notice. Notice to Licensor or Licensee shall be sent by certified mail, return receipt requested, to:

As to Licensor: City Engineer
City of Hollywood
2600 Hollywood Boulevard
Hollywood, Florida 33020

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

As to Licensee: Kimarie Stratos, General Counsel
Memorial Healthcare System
3501 Johnson Street
Hollywood, Florida 33021

13. This License Agreement shall be binding upon the Licensee's heirs, executors and administrators and successors in interest.

(RIGHT-OF-WAY LICENSE AGREEMENT BETWEEN CITY AND MEMORIAL HEALTHCARE SYSTEM)

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

CITY OF HOLLYWOOD, a municipal
corporation of the State of Florida

BY: _____
PETER BOBER, MAYOR

APPROVED BY:

CATHY SWANSON-RIVENBARK, CITY MANAGER

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:

LICENSEE: SOUTH BROWARD HOSPITAL
DISTRICT, d/b/a MEMORIAL HEALTHCARE
SYSTEM

As to Licensee (Signature)

Print Name: _____

BY: _____
Signature

Print name: _____

Title: _____

Date: _____

As to Licensee (Signature)

Print Name: _____