

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

Right Of Way Façade Encroachment Agreement

THIS AGREEMENT, dated as of the ____ day of _____, 20__, between JED Equities, LLC, a Florida limited liability company, (hereinafter referred to as "OWNER"), whose post office address is 19220 NE 19th Place, Miami, FL 33179, and the CITY OF HOLLYWOOD, FLORIDA (hereinafter referred to as "CITY"), a municipal corporation, may be terminated by CITY at any time, without cause. In consideration of this Agreement, OWNER agrees to be bound by the following limiting conditions:

1. All structures built by OWNER 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 failure to so comply within 30 days of written notice, CITY may remove the encroachment and OWNER shall be responsible for all removal costs. CITY assumes no liability with regard to injuries caused others by a failure of OWNER to meet this requirement.
2. OWNER acknowledges that the building to be constructed upon the property located at 1817 Taylor Street legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property") is designed with architectural façade molding overhangs which project into the public right of way of Taylor Street, and these encroachments into the public right of way being more specifically described in Exhibit B attached hereto and incorporated herein by reference are hereinafter referred to as the "Façade Encroachments".
3. The CITY acknowledges that the Façade Encroachments project into the public right of way designated as Taylor Street as described in Exhibit B attached hereto. In the event CITY wishes to use Taylor Street for any purpose requiring the removal of the Façade Encroachments, OWNER hereby agrees that the removal and reinstallation of this or any other encroachment into Taylor Street shall be the responsibility of OWNER. In the event of failure to so comply within ninety (90) days of written notice, CITY may remove the encroachment and OWNER shall be responsible for all removal costs. In the event of an emergency for which CITY must obtain immediate use of Taylor Street, CITY may damage or remove the encroachment without notice to OWNER and OWNER shall reimburse CITY for all costs incurred by CITY in connection therewith. OWNER bears all risk of loss as to monies expended in furtherance of the encroachment.
4. OWNER agrees to pay all investigative costs, court costs and reasonable attorney's fees resulting from any successful action taken by CITY to obtain compliance with the conditions of this Agreement or removal of the encroachment.

5. OWNER shall indemnify and hold harmless CITY and its officers, agents and employees from and against all claims, damages, losses and expenses arising out of or relating to any encroachment into Taylor Street, provided that any such claim, damage, loss or expense is attributed to bodily injury, sickness, disease, personal injury or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom. This obligation expressly includes any alleged or actual negligence by CITY as to the encroachment, including enforcement of permit conditions. Nothing in this Agreement shall be constructed to limit the rights, privileges or immunities accorded to CITY under the doctrine of sovereign immunity or Florida Statutes Section 768.28.

6. Indemnity under this Agreement shall relate back to the issuance of the building permits for the construction of the encroachment into Taylor Street and shall continue in full force until the encroachment is removed.

7. OWNER agrees to defend against any claims brought, or actions filed, against CITY with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, CITY agrees that OWNER may employ attorneys of its own selection to appear and defend the claim or action on behalf of CITY, at the expense of OWNER. OWNER, subject to CITY'S review and approval, shall have the authority for the direction of the defense. The City Commission shall review and decide upon the acceptability of any compromise or settlement of any claims or actions against CITY.

8. In 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.

9. The easements, right, obligations and other provisions of this Agreement shall run to the benefit of and bind the Property and the owners from time to time of the Property, or any portion thereof, and their respective successors in interests and assigns.

10. 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: _____

Peter Bober , MAYOR

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

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

_____, CITY ATTORNEY

WITNESSES:

JED Equities , LLC.

Sign: _____
Print: _____

BY: _____
MANAGING MEMBER

Sign: _____
Print: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ of _____
2015 by _____, , as managing member of JED Equities, LLC, a Florida limited
liability company, on behalf of the company.

NOTARY PUBLIC

Print, type or stamp name

My commission expires: _____

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

WITNESSES:

Sign: _____
Print: _____

STATE OF _____

COUNTY OF _____