

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: June 22, 2015

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Right of Way Encroachment Agreement with JED Equities, LLC (Owner”) for the use building elements proposed within the public right-of-way associated with the JED Tower Development located 1817 Taylor Street

I have discussed the above Agreement with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Public Works/City Engineer
- 2) Type of Agreement – Right of Way Encroachment
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
 - a) initial- n/a
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount –n/a
- 6) Termination rights – In the event that the City wishes to use Taylor Street for any purpose requiring the removal of the Façade Encroachments, JED agrees to remove said the encroachment.
- 7) Indemnity/Insurance Requirements – Yes, as to indemnity.
- 8) Scope of Services – As part of the JED Development project, the building design incorporates façade enhancements consisting of a metal extract screening to disguise the parking structure elements and provide architectural relief, which extends into the public right-of-way of Taylor Street a distance of 18 inches.
- 9) Other significant provisions – (a) JED shall be solely responsible for ensuring all structures remain in good and safe condition. In the event fails to comply with such requirement within 30 days, City may remove the encroachment and Jed shall be responsible for all removal costs; (b) In the event of an emergency for City must obtain immediate use of Taylor Street, City may damage or remove the encroachment without notice JED and JED shall reimburse City for all costs incurred by City. Jed bears all risk of loss as to monies expended in furtherance of the encroachment; (c) Jed agrees to pay all investigative costs, court costs and attorney’s fees resulting from any successful action taken by City to obtain

compliance with the agreement conditions or removal of the encroachment; (d)
The Agreement is binding on any new owner or successor in interest, and runs
with the land.

cc: Wazir A. Ishmael, Ph.D., City Manager