

## 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 Brett Overman Development Inc., an Arkansas Corporation, an Arkansas corporation duly authorized to do business in 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 right-of-way of South 30<sup>th</sup> Avenue lying in Section 20, Township 51 South, Range 42 East in the City of Hollywood, Broward County, Florida and being more particularly described as follows:

Commence at the southeast corner of Funston Street and South 30<sup>th</sup> Avenue, thence southerly along the east right of way of South 30 Avenue, a distance of 360.0 feet to a point marking the northwest corner of the south 110.0 feet of Lots 1 and 2, Block 17, according to the Plat of "south Hollywood Amended" thereof, as recorded in Plat Book 4, page 10, of the Public Records of Broward County, Florida, thence westerly a distance of 35.0 feet to the point of beginning thence southerly 110.0 feet; thence westerly 15.0 feet to the easterly right of way C.S.X. railroad; thence northerly along the easterly right of way of the C.S.X. railroad, a distance of 110.0 feet; thence easterly a distance of 15.0 feet to the point and place of beginning. Said area contains 1,650 square feet.

to be used by Licensee solely and exclusively for ten (10) customer and employee parking spaces, hereinafter referred to as "the Encroachment." Said License Agreement is for a fixed four (4) year term which expires on \_\_\_\_\_, 2021.

2. Licensee is required to pay a license fee for the 1<sup>st</sup> year in the amount of Four Thousand Forty-Four Dollars and Ninety-Six Cents (\$4,044.96) which is based on ten (10) parking spaces at Thirty-One Dollars and Eighty Cents (\$31.80) per space per month plus applicable rental tax in the amount equal to six percent (6%) of its annual license fee, 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 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 Licensee shall indemnify and hold harmless the Licensor 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 their 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 order, judgment or decree which may be entered in any such action 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" 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 the 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, including all parking improvements, 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, except as set forth in Paragraph 6 above, nor use the premises for anything other than parking for its employees and customers.

8. Licensee shall not assign or sublet 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 maintenance, use repair, or replacement 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 the Licensors; and if Licensee fails to comply with this condition, Licensors shall have the right to remove such Encroachment without notice, and charges for the removal and restoration of the licensed premises shall be a lien upon the property located at 1213 S. 30<sup>th</sup> Avenue, Hollywood, Florida.

10. This License Agreement shall automatically transfer to the successor in interest upon sale or other conveyance of the property located at 1213 S. 30<sup>th</sup> Avenue, Hollywood, Florida. The successor in interest of the property shall be bound by the same terms and conditions of this License Agreement and shall re-execute this agreement upon such sale or other conveyance.

11. If Licensors at any time shall have need for the right-of-way premises, or any part thereof, for any public right-of-way purposes, including but not limited to, utility purpose or for construction improvements, Licensors may terminate this License Agreement on thirty (30) days written notice to the Licensee. Notice shall be sent by certified mail, return receipt requested, to the address listed below.

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

As to Licensors:           Office of the City Manager  
City of Hollywood  
2600 Hollywood Boulevard, Room 419  
Hollywood, Florida 33020

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

13. This License Agreement shall be binding upon the 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.

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

ATTEST:

\_\_\_\_\_  
PATRICIA A. CERNY, MMC  
CITY CLERK

\_\_\_\_\_  
JOSH LEVY, MAYOR

DATE: \_\_\_\_\_

Approved as to Form and Legality  
For the Use and Reliance of the  
City of Hollywood, Florida, Only

APPROVED:

\_\_\_\_\_  
DR. WAZIR A. ISHMAEL, CITY MANAGER

\_\_\_\_\_  
ALAN FALLIK,  
ACTING CITY ATTORNEY

BRETT OVERMAN DEVELOPMENT, INC.

BY: \_\_\_\_\_

PRESIDENT

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

DATE: \_\_\_\_\_