

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

Permit
(Encroachment into Public Property)

THIS PERMIT, dated as of the _____ day of _____, 20____, issued to Woolworth 26, LLC, dated the _____ day of _____, _____, (hereinafter referred to as "OWNER"), whose address is 1550 Latham Road, #8 _____, West Palm Beach, Florida, _____ 33409 _____ by the CITY OF HOLLYWOOD, FLORIDA (hereinafter referred to as "CITY"), a municipal corporation, shall be revocable by CITY at any time, without cause. In consideration of receipt of this permit, OWNER agrees to be bound by the following limiting conditions:

1. All structures built by OWNER and/or its Tenant Twin Peak Restaurant 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. CITY assumes no liability with regard to injuries caused others by a failure of OWNER or its Tenant to meet this requirement.

2. OWNER acknowledges that its Tenant with OWNER's agreement intends to erect the permanent roof overhang as shown on the Design approved by the City's Historic Preservation Board pursuant to its Resolution No. 19-C-38, consisting of beams as part of the cantilever roof attached to the building structure along with removable timber wood brackets, removable decorative brackets, and removable gutters and downspouts, on part of the building located at the property described as:

HOLLYWOOD 1-21 B LOTS 22, 23 & 24 BLK 24

Part of the building structure's cantilever roof overhang, timber wood brackets, decorative brackets, and gutters and downspouts will encroach into the public properties designated as public rights-of-way as shown on Exhibit "A" attached hereto. OWNER bears all risk of loss as to monies expended in furtherance of the encroachment.

3. 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 permit.

4. OWNER shall indemnify and hold harmless CITY and its officers, employees and employees from and against all claims, damages, losses and expenses arising out of or relating to any encroachment into the public rights-of-way, 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.

5. Indemnity under this Agreement shall relate back to the issuance of the building permits for the construction of the encroachment into the public rights-of-way and shall continue in full force.

6. 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 their 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.

7. In the 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.

8. In the event the building structure is modified, this Permit shall be null and void and the new building shall no longer encroach onto the right of way.

9. This Agreement shall be recorded in the Public Records of Broward County, with OWNER paying the costs of such recordation.

10. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF HOLLYWOOD, FLORIDA

BY: _____
JOSH LEVY
MAYOR

ATTEST: _____
PATRICIA A. CERNY
CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance of
the City of Hollywood, Florida, only.

DOUGLAS R. GONZALES, CITY ATTORNEY

WITNESSES:

Print: _____

Print: _____

BY: _____

Print Name and Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ of _____, 2020, by _____.

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this ____ day of _____, 2020, by _____.

NOTARY PUBLIC

Print, type or stamp name

My commission expires: