

## ROOFTOP ACCESS AGREEMENT

This Rooftop Access Agreement (the "Agreement") is made and entered into this 9<sup>th</sup> day of January, 2016 by and between the North Beach Condominium Association, Inc., a corporation authorized to do business in the State of Florida, (hereinafter "Licensor") and the City of Hollywood, a municipal corporation of the State of Florida (hereinafter "Licensee").

### RECITALS

WHEREAS, Licensor is the association of owners of the property located at 4201 North Ocean Drive, Hollywood, Florida ("Condominium"); and

WHEREAS, Licensee desires to obtain the right from Licensor to use a portion of the Building's roof generally depicted on Exhibit "A" attached hereto and incorporated herein by reference (the "Roof Space") for the purposes of installing, operating and maintaining the communications equipment described on Exhibit "B" attached hereto and incorporated herein by reference (the "Wireless Equipment");

NOW, THEREFORE, the parties desire to enter into this Rooftop Access Agreement to set forth the parties rights and obligations as follows:

1. Premises and Uses. Licensor hereby grants to Licensee a license to use, the areas on the Roof Space as more specifically depicted in Exhibit "A". Said use of the Roof Space will permit the Licensee to install, operate, maintain, replace and upgrade the Wireless Equipment, at Licensee's expense except for the cost of certain electricity as described in Section 8 and for no other purpose.

2. Term and Renewals. The Term of this Agreement (the "Initial Term") shall be for Ten (10) years. This Agreement may be renewed for an additional term of ten (10) years unless either party provides the other with thirty (30) days prior written notice of its intent not to renew.

3. Installation. Licensee shall, install, maintain and remove the Wireless Equipment through its contractors in a good and workmanlike manner that will not interrupt the operations of the Condominium. Any contractors or subcontractors must have and provide evidence of insurance coverage with reputable insurance carriers to do business in Florida, providing worker's compensation coverage in accordance with the statutory requirements, employer's liability coverage, and general commercial liability coverage. Said Certificates of Insurance shall name the Licensor and Licensee as additional insured's with a waiver of subrogation. A copy of the contractor's or subcontractor's Certificate(s) of Insurance shall be retained by the Licensee and

provided to Licensor upon written request. All such contractors and subcontractors shall provide and maintain insurance that shall provide coverage of at least \$2,000,000.00 *(on a primary non-contributory basis in a form approved by Licensor)* for personal injury, loss, damage or death to any person or persons (including employees, officers or agents of Licensor) and any property damage arising out of, resulting from, or in connection with (in whole or in part) of the performance or non-performance of work required of the contractor or subcontractor on the Rooftop Space, the Condominium and adjoining Premises, whether on the Condominium or proceeding to or from the Condominium, regardless of the negligence or fault of Licensee, Licensor, their agents, officers or members (unit owners). Should the carrier(s) selected by contractor or subcontractor fail or refuse to assume the defense of any claim that could or should be covered by the insurance required above, Licensee shall be liable to Licensor for all damages, fees and costs *(including attorneys' fees)* incurred in defending the claim, paying any settlement or judgment and/or pursuing the carrier for coverage. Within thirty (30) days of the expiration or earlier termination of this Agreement, Licensee shall remove the Wireless Equipment from the Rooftop Space and restore the Roof Space and Condominium to its condition prior to installation, excepting normal wear and tear and casualty. All costs and expenses for the removal and restoration shall be borne by Licensee and/or its contractors and subcontractors. In the event Licensee should fail to remove the Wireless Equipment within the prescribed period of time, then the Licensor may have such Wireless Equipment removed from the Rooftop Space, and the costs and expenses incurred as a result thereof shall be paid by Licensee within ten (10) days from Licensor's written request for payment. Additionally, Licensee agrees to secure at its own costs and expense the Wireless Equipment in the event that a hurricane or tropical storm threatens the Condominium. Licensor shall have the right, but not the obligation, to secure Licensee's Wireless Equipment if Licensee shall fail to properly secure same. Licensee agrees to keep and maintain the Rooftop Space and the Wireless Equipment located thereon, in as good repair, order and condition as at the commencement of the Agreement and shall maintain and cause repairs to be made as required to the Rooftop Space and Wireless Equipment provided such repairs were not necessitated by the intentionally tortious act of Licensor. If Licensee fails to maintain and redeliver the Rooftop Space to Licensor according to the terms set forth herein, Licensor shall be entitled to make such repairs as are necessary, in the sole discretion of Licensor and to be reimbursed by Licensee for any expense incurred by Licensor for making such repairs.

4. Improvements and Changes. Subject to the prior written consent by Licensor through its designated authorized representative, which consent shall not be unreasonably withheld, Licensee may, at its sole expense, make such improvements and changes to its Wireless Equipment on the Rooftop Space as it deems necessary from time to time, consistent with the operation of its Wireless Equipment for its wireless

communications and/or its routine maintenance and repairs, provided such improvements and changes result in no change to the appearance or aesthetics of the *Wireless Equipment and no interference with the rights of Licensor, its members or other licensees at the Condominium.*

5. Access. Licensee may access, maintain, repair or modify the Wireless Equipment upon reasonable advance notice to Licensor. Licensee and/or its contractors or subcontractors shall have sole responsibility for the safe and proper design, construction, and installation of the Wireless Equipment, and Licensor shall have no responsibility or liability therefor relating to such design, construction and installation or operation.

6. Interference. Licensee and its contractors or subcontractors shall not use any equipment that causes, or may cause, interference with any other antenna(s) or equipment at or on the Rooftop Space. Licensee agrees that if any of Licensee's Wireless Equipment causes interference in violation of the above, Licensee shall immediately, but in no event more than five (5) days from the date notice of such interference is provided, cease such interference and make such changes in its Wireless Equipment as needed to correct the interference.

7. Insurance/Indemnity. In addition to Licensee ensuring that its contractors and subcontractors have the applicable insurance as set forth above, Licensor acknowledges that Licensee is self-insured and Licensee will retain any and all insurance required to cover the Wireless Equipment etc. and the Condominium entered upon or used by Licensee.

Licensee further agrees to indemnify and hold harmless Licensor, its officers, directors, members, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees at both the trial and appellate level, arising out of, resulting from or in any way related to, the occupancy or use by Licensee of the Rooftop Space and the Condominium subject to the provisions of, and limitations set forth in, Section 768.28, Florida Statutes. This paragraph shall survive the expiration or earlier termination of this Agreement, or any renewal term thereof.

8. Electricity. Licensor hereby agrees that Licensor has access to Licensor's existing electrical circuit on the Rooftop Space and Licensee may utilize such electrical circuit to power the Wireless Equipment at no cost to Licensee provided such costs are minimal to Licensor (e.g. \$20/month). Licensor hereby acknowledges that the Licensee's electrical use for the Wireless Equipment is a constant power usage, and upon installation, Licensee will take an amperage reading of the equipment to confirm that the amperage and cost of the electrical services cost is less than the minimal cost of the \$20.00 per month. Licensee shall not be responsible, nor held liable, for any

failures or disruptions of electrical service, not caused by Licensee. In the event that it is determined that the Licensor is prohibited under its governing documents to allow for *the electrical use as outlined herein, upon notification from Licensor, City will either reimburse Licensor for its portion of the cost for electrical use or make other arrangements for electricity for its Wireless Equipment.*

In addition, Licensee hereby acknowledges that Licensor may contract with the City's electrical contractor for the sole purpose of running/installing an electrical line for *the landscaping lighting purposes from the lift station/pump house service point to a designation approximately 30 feet away.* Licensor shall provide Licensee with the invoice for said services and Licensee will reimburse Licensor within thirty (30) days of receiving said invoice

9. Risk of Loss. Licensee shall assume all risk of loss or damage to Licensee's Wireless Equipment. Licensee shall be responsible for securing its Wireless Equipment from access or entry by any unauthorized persons. Except for the cost of certain electricity as described in Paragraph 8 above, Licensee shall reimburse Licensor for any cost or damages Licensor incurs as a result of or related to this Agreement, the Wireless Equipment and any other Licensee equipment on the Roof Space.

10. Requirements of Law. Licensee will install and operate the Wireless Equipment at the Rooftop Space in full compliance with all relevant laws, orders, ordinances and regulations of all governmental authorities having jurisdiction over the Condominium, and shall not use the Rooftop Space in violation of the certificate of occupancy for the Condominium, nor shall Licensee bring or permit to be brought or kept in or on the Rooftop Space any *flammable, combustible or explosive fluids, materials, chemicals or substances other than those necessary for the proper operation, maintenance and upkeep of the Wireless Equipment; nor shall Licensee do or permit any act on the Rooftop Space which might subject Licensor to any liability or responsibility for injury to any person or damage to any property by reason of Licensee's use or operation of the Rooftop Space.* Licensee shall comply with all rules, orders or requirements of the National Board of Fire Underwriters or any other similar body, and shall not do, permit or keep anything on the Rooftop Space which shall increase the rate of fire insurance on the Condominium, and should Licensee fail to comply with the provisions of this section, this Agreement shall automatically terminate upon ten (10) days written notice from Licensor and Licensee shall vacate the Rooftop Space and remove the Wireless Equipment within thirty (30) days the date of termination. Licensee's failure to comply with all provisions of this paragraph shall be deemed a default of this Agreement by Licensee.

11. Effectuation of Repairs by Licensee. Upon ten (10) business days' notice from the Licensor, Licensee shall be responsible at its sole cost and expense for the removal of the Wireless Equipment if such removal is necessary to effectuate repairs, maintenance or replacement of any portion of the Roof Space and/or the Condominium. Upon removal of the Wireless Equipment, Licensee may not re-install the Wireless Equipment without the Licensor's prior written consent which shall not be unreasonably withheld or delayed. Without limiting all legal and equitable remedies, if the Licensee fails to remove all or any portion of the Wireless Equipment, after due notice given by the Licensor, the Licensor may, after an additional ten (10) business days' notice to the Licensee, remove all or any portions of the Wireless Equipment and the Licensee shall be responsible for all costs, expenses and damages incurred.

12. Taxes. If it is determined that the Wireless Equipment is subject to tangible property taxes, Licensor shall notify Licensee of such tax notification and Licensee shall address such tax issue with Broward County as Licensee is tax exempt. If after Licensee addresses the issue with Broward County, a determination is made by Broward County that tangible property taxes must be paid on the Wireless Equipment situated on the Roof-Top, Licensee is responsible for 100% of the applicable taxes, and any interest or penalties imposed, attributable to all of the Wireless Equipment on the Rooftop Space used or owned by Licensee. Licensee, upon receiving an invoice therefore, shall pay the amount of such taxes to Licensor within ten (10) days following delivery to Licensee of such invoice. Failure to pay such taxes as provided herein shall be deemed a default of this Agreement by Licensee.

13. Termination.

(a) This Agreement may be terminated at any time by the Licensee without further liability upon thirty (30) days prior written notice to Licensor as provided herein. Upon termination, Licensee shall remove its Wireless Equipment from the Condominium as set forth in this Agreement and restore the Roof Space and Condominium to its condition prior to installation, excepting normal wear and tear.

(b) This Agreement may be terminated at any time by the Licensor without further liability upon thirty (30) days prior written notice to Licensee as provided herein. Upon termination, Licensee shall remove and restore the Roof Space and Condominium to its condition prior to installation, excepting normal wear and tear. In the event that this Agreement is terminated, the easement provided by Licensor under separate document will also terminate.

14. Transfer of Lien. If any construction lien is filed against any portion of the Condominium for work claimed to have been done for, or materials claimed to have been furnished to Licensee, same shall be discharged by Licensee upon written notice from Licensor within ten (10) days thereafter at Licensee's expense by bond or other manner required by law.

15. Notices. All notices or other communications between the parties must be in writing and are effective when deposited in the U.S. mail, sent by registered, *certified mail, return receipt requested, hand delivery, or Federal Express (or other courier service)*, as follows:

To Licensor: North Beach Condominium Association, Inc.  
c/o President  
4201 North Ocean Drive #401  
Hollywood, Florida 33019

With a copy to: Landmark Services, Inc.  
1041 MW 150 Avenue  
Pembroke Pines, Florida 33028  
Attn. Joseph Sclafani, Vice President

President Condominium Association  
North Beach Condominium  
4201 N. Ocean Drive  
Florida 33019  
Hollywood,

Ivette MachadoBlanch,  
Siegfried, Rivera, Hyman,  
Lerner, De la Torre, Mars &  
Sobel, P.A.  
201 Alhambra Circle  
11th Floor  
Coral Gables, FL 33134

To Licensee: City Manager  
2600 Hollywood Boulevard, Rm. 401  
Hollywood, Florida 33020

With a copy to: City Attorney  
2600 Hollywood Boulevard, Rm. 407  
Hollywood, Florida 33020

16. Miscellaneous.

(a) This Agreement contains all agreements, promises and understandings of the parties. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties.

(b) Each party executing this Agreement warrants and represents that it, she or he, has the requisite authority to execute this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

(d) Licensee and Licensor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement. Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other.

(e) The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

(f) This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

17. Governing Law. This Agreement is governed by the laws of the State of Florida. Any legal proceeding arising from this Agreement shall be brought only in a court of competent jurisdiction in Broward County, Florida.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature below.

NORTH BEACH CONDOMINIUM ASSOCIATION,  
INC.

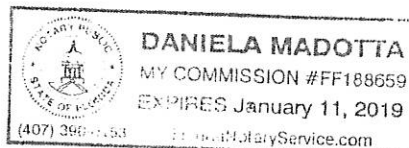
ATTEST:

Mary Woods  
Secretary

By: Catherine Muth  
Signature

Print Name: Catherine Muth  
Title: President

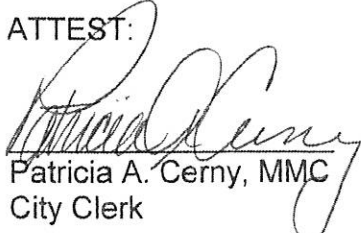
State of Florida  
County of Broward  
On this 9 day of January 2016  
before me personally appeared  
Catherine Muth  
to me known to be the person who executed the  
foregoing instrument, and acknowledged that he  
executed the same as his free act and deed  
SEAL (signed) Daniela Madotta  
NOTARY PUBLIC




CM

ROOFTOP ACCESS AGREEMENT BETWEEN NORTH BEACH CONDOMINIUM  
ASSOCIATION AND THE CITY OF HOLLYWOOD

ATTEST:

  
Patricia A. Cerny, MMC  
City Clerk

CITY OF HOLLYWOOD, a municipal corporation of  
State of Florida

  
Peter Bober, Mayor

Approved as to Form & Legality  
for the use and reliance of the  
City of Hollywood, Florida, only.


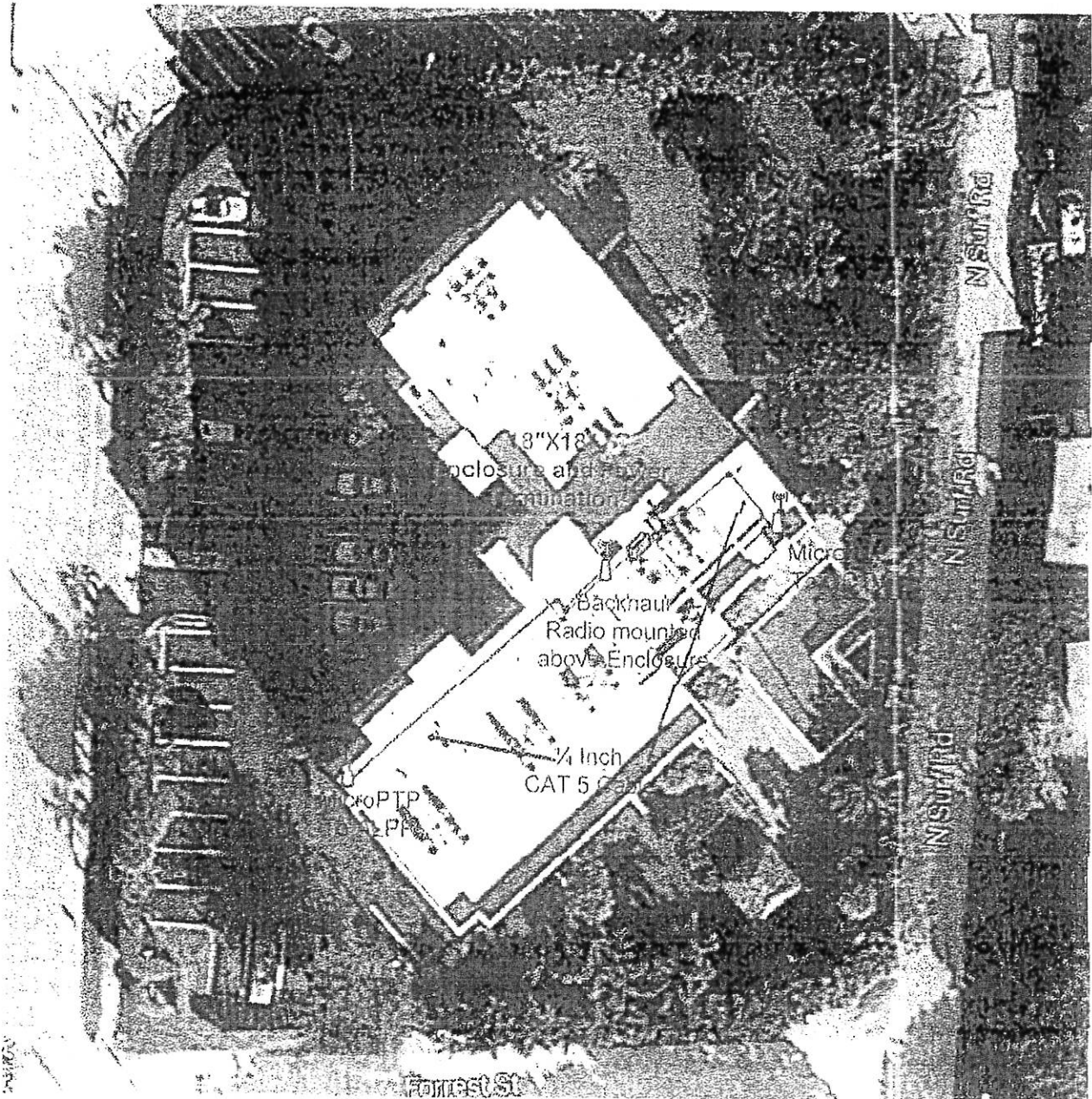
  
Jeffrey P. Sheffel, City Attorney



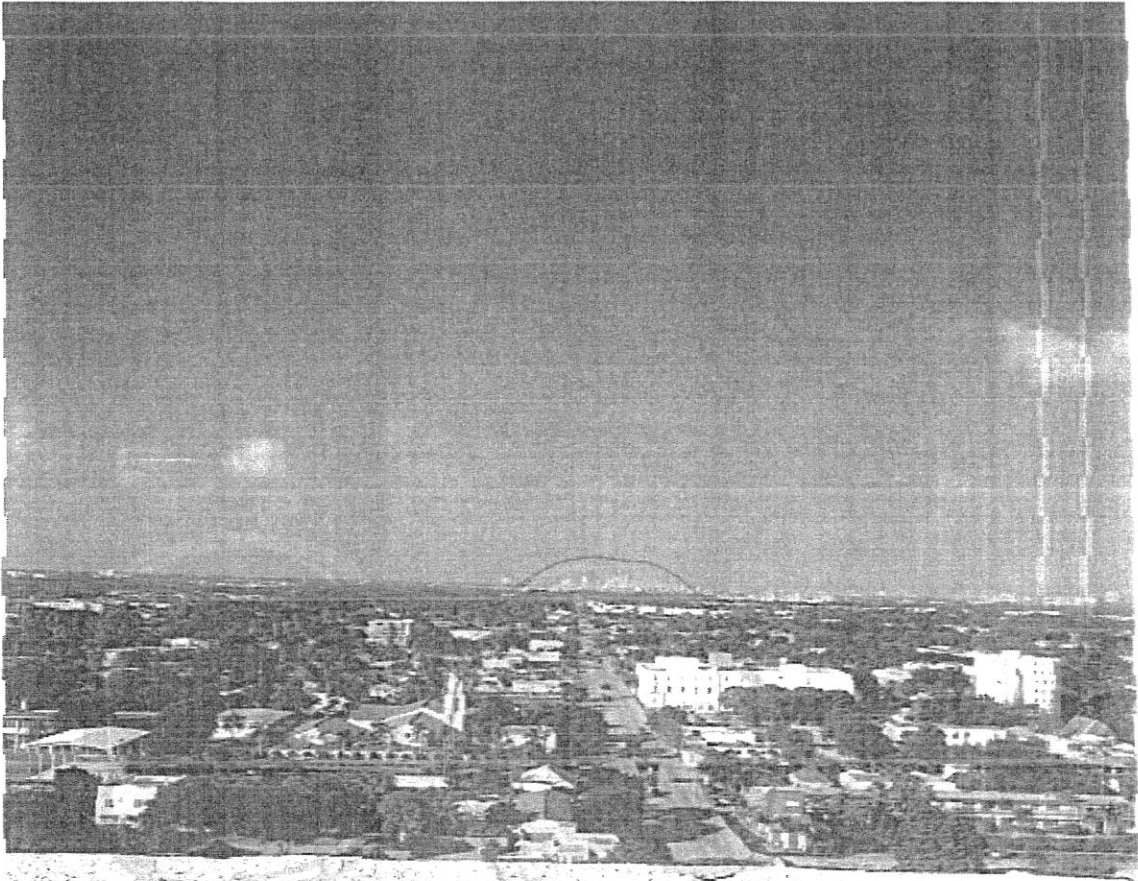
EXHIBIT "A"  
ROOFTOP SPACE SCHEMATIC  
SEE ATTACHED

EXHIBIT "A"  
GENERAL LOCATION MAP



- NOTE: 1. THE CABLE RUN IS SCHEMATIC IN NATURE AND SHALL BE SECURED TO THE PARAPET WALL.
2. THE ENCLOSURE AND ANTENNA ARE SECURED TO THE PARAPET WALL.

EXHIBIT A

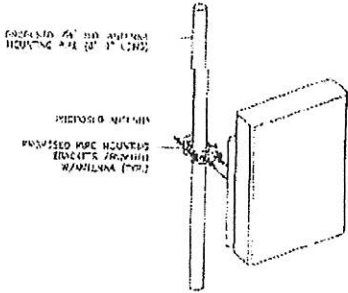


This is a rough drawing depicting the installation of the antennas attached to the wall. There will be a total of three antennas facing a southern direction.

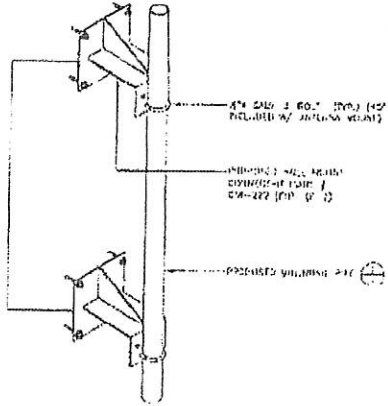
EXHIBIT "B"  
WIRELESS EQUIPMENT

SEE ATTACHED

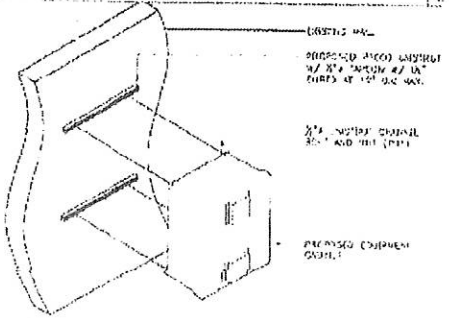
# EXHIBIT "B" EQUIPMENT DETAIL



ANTENNA MOUNTING DETAIL 1



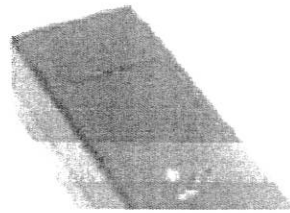
CABINET MOUNTING DETAIL 2



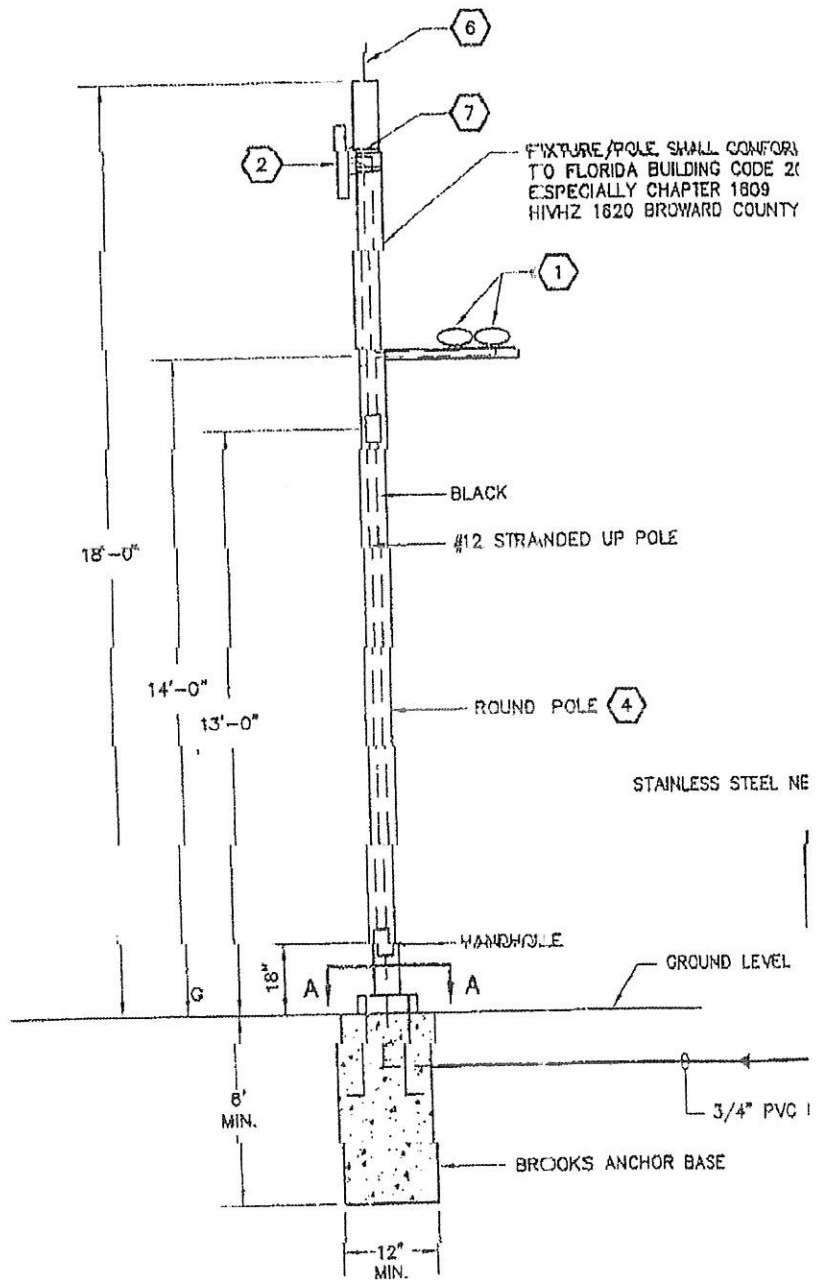
CABINET MOUNTING DETAIL 2

cm

Handwritten text, possibly a signature or date, oriented vertically.



CM

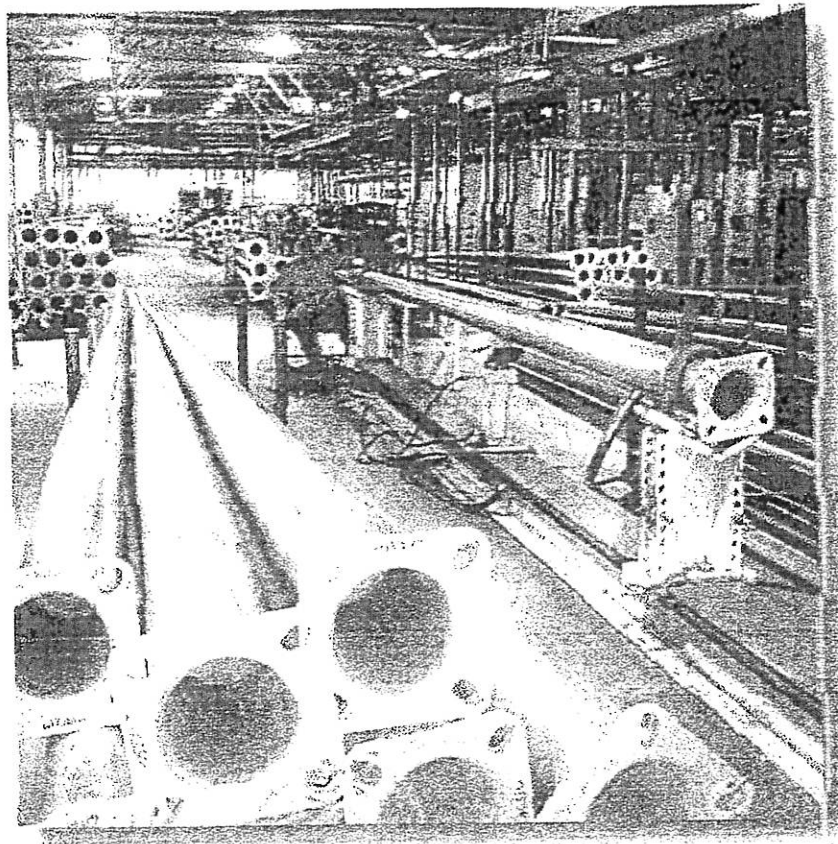


POLE ON A1A

METAL CAMERA POLE DETAIL

N.T.S.

# THE ALUMINUM ADVANTAGE



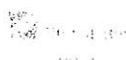
6" DIAMETER  
18' HIGH  
BLACK

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AWS D1.2 Committee

American Association of State Highway  
and Transportation Officials  
AASHTO HCHRP Committee

National Electrical Manufacturers Society  
NEMA ANSI C135  
Accredited Standards Committee



cm





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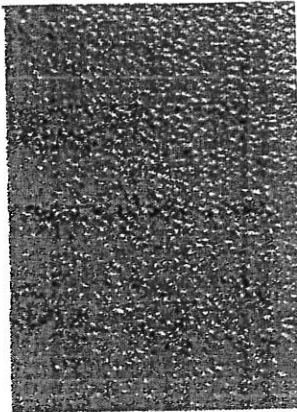
START!

MY HAPCO ACCOUNT

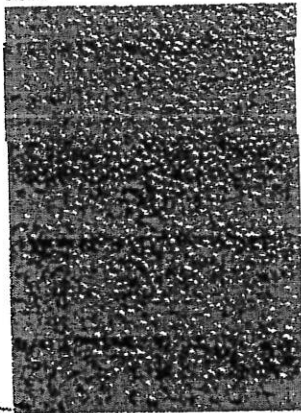
Resources

View Finishes

Dark Bronze

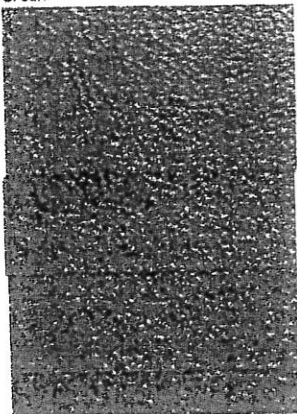


Black



BLACK FINISH

Green



Customer Service

800-368-7171  
276-628-7171

STAFF DIRECTORY

EMAIL HAPCO

Need a quote or have a question?  
An expert is ready to help you. Our engineers are happy to assist with your specific needs for your project, from design to budgeting to final concept.

