

ROOFTOP ACCESS AGREEMENT

This Rooftop Access Agreement (the "Agreement") is made and entered into this 21 day of December, 2015 by and between the Renaissance on the Ocean 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 owner of the property located at 6001 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. Licensee hereby grants to Licensor a license to use, the areas in, on and around the Roof Space and the adjoining Premises, if necessary. 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 electricity, relating to its communications facilities and project, 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 two (2) additional five (5) year terms upon mutual agreement of the parties unless Licensee provides Licensor 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 Premises. 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, 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. 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 premises 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 Licensee 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 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 interference with the rights of Licensee, or other Licensees at its premises.

5. Access. Licensee may access, maintain, repair or modify the Wireless Equipment upon reasonable advance notice to Licensor and such access shall not be unreasonably withheld. 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.

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 as of the effective date of this Agreement. 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. 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. as required by Licensee's Risk Manager.

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. Licensor shall not be responsible, nor held liable, for any failures or disruptions of electrical service, not caused by Licensor.

9. Risk of Loss. Licensee shall assume all risk of loss or damage to Licensee's Wireless Equipment, unless such loss or damage is caused or is the result of the intentionally tortious act of Licensor. Licensee shall be responsible for securing its Wireless Equipment from access or entry by unauthorized persons. 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 or Licensee's performance of the terms and conditions set forth in this Lease 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.

10. Requirements of Law. Licensee will 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 inflammable, 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 thirty (30)) 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 Rooftop 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 situation on the Rooftop, Licensee is responsible for 100% of the applicable taxes and any interest or penalties imposed or attributable to all of the Wireless Equipment on the Rooftop Space used or owned by the 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 and provided herein shall be deemed a default of this Agreement by Licensor.

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 premises as set forth in this Agreement.

(b) This Agreement may be terminated at any time by Licensor without further liability upon thirty (30) days prior written notice to Licensee as provided herein. Upon termination, Licensee shall remove its Wireless Equipment from the premises as set forth in this Agreement.

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: Property Manager
Renaissance on the Ocean Condominium Association, Inc.
6001 North Ocean Drive
Hollywood, FL 33019

With a copy to: Ivette Machado Blanch, Esq.
Seigfried, Rivera, Hyman, Lerner, De la Torre,
Mars & Sobel, P.A.
201 Alhambra Circle, 11th Floor
Coral Gables, Florida 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.

RENAISSANCE ON THE OCEAN CONDOMINIUM
ASSOCIATION, INC.

ATTEST:

Martin L. Zink
~~Secretary~~ Vice President

By: [Signature]
Signature

Print Name: Ronald Abraham
Title: President

ATTEST:

CITY OF HOLLYWOOD, a municipal corporation of
State of Florida

Patricia A. Cerny, MMC
City Clerk

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 "B"
WIRELESS EQUIPMENT

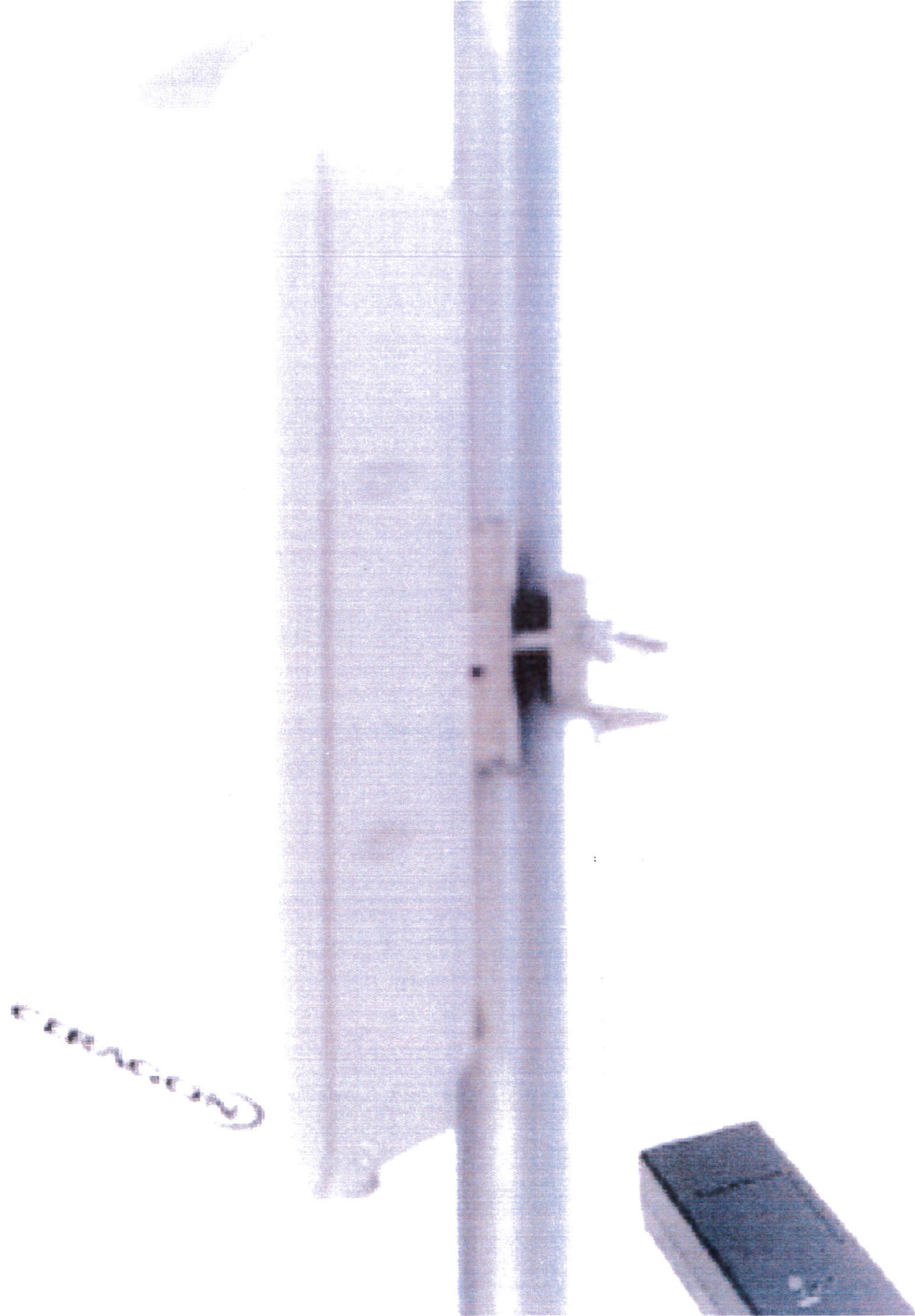
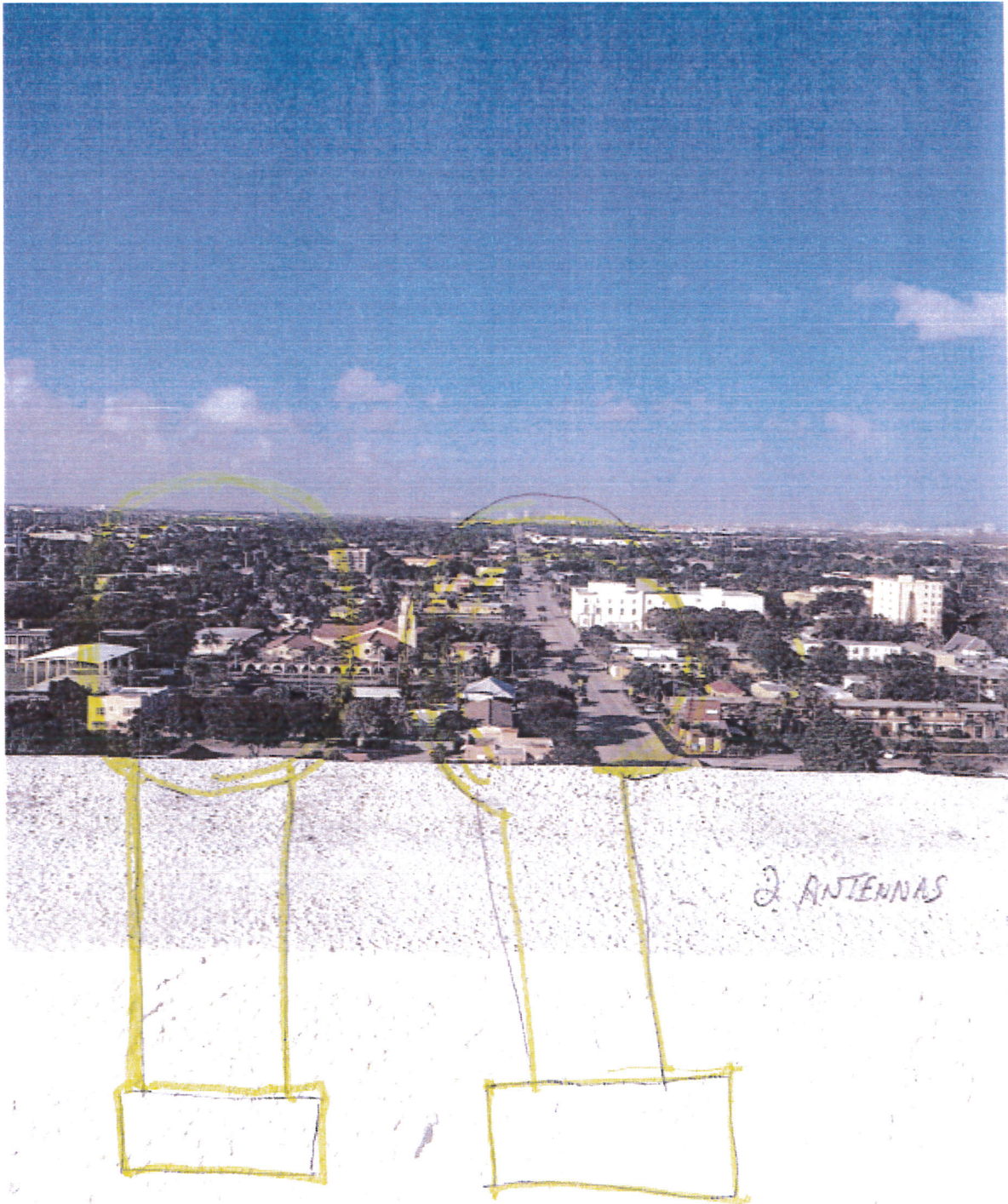


EXHIBIT A



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.