

## PROPERTY ACCESS AGREEMENT

This Property Access Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Limestone WGFL LLC, a Florida limited liability company, ("Licensor") and the City of Hollywood, a municipal corporation of the State of Florida ("Licensee").

### RECITALS

WHEREAS, Licensor is the owner of the property located at 5999 Pembroke Road, Hollywood, Florida (the "Property"); and

WHEREAS, Licensee desires to obtain the right from Licensor to use a portion of the Property depicted on the attached Exhibit "A" for the purposes of installing, operating and maintaining the A.L.P.R Equipment described on the attached Exhibit "B" (the "A.L.P.R Equipment");

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

1. **Premises and Uses.** Licensor grants to Licensee a license to use the Property as more specifically depicted in the easement document entitled Exhibit "A". Said use of the Property will permit the Licensee to install a fixed pole, operate, maintain, replace and upgrade the A.L.P.R 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 30 days prior written notice of its intent not to renew.

3. **Installation.** Licensee shall, install and maintain the A.L.P.R Equipment through its contractors in a good and workmanlike manner that will not interrupt the operations of the business on the Property. 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. 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. Upon the expiration or earlier termination of this Agreement, Licensee shall remove the Wireless Equipment from the Property and restore the premises to its condition prior to installation, excepting normal and 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. The Licensee and/or its contractors and subcontractors agree to restore any potential damaged landscaping or irrigation as a result of the installation.

All such contractors and subcontractors shall provide and maintain insurance that shall provide coverage of at least \$2,000,000.00 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) the performance or non-performance of work required of the contractor or subcontractor on the Property.

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 Property 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 material 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 Property.

5. **Access.** Licensee may access, maintain, repair or modify the A.L.P.R Equipment upon reasonable advance notice to Licensor. Licensee access shall not unreasonably interfere with Licensor's use and operation at the Property. 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 equipment at or on the Property. Licensee agrees that if any of Licensee's A.L.P.R Equipment causes interference in violation of the above, Licensee shall immediately cease such interference and make such changes in its A.L.P.R 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 A.L.P.R Equipment etc. and the Property entered upon or used by Licensee.



Licensee further agrees to indemnify and hold harmless Licensor, its officers, directors, members, agents and employees, customers, and invitees from and against all claims, damages, losses and expenses, arising out of, resulting from or in any way related to, the occupancy or use by Licensee of the Property 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.** The Licensor agrees that Licensee may access Licensor's existing electrical circuit panel at the Sanitary Sewer Pump Station on the North West portion of the property. Licensee will upgrade the electrical equipment to allow a dedicated circuit to power the A.L.P.R Equipment at no cost to Licensor. Licensor agrees to provide electricity at no cost to the Licensee provided such costs are minimal to Licensor. Licensor acknowledges that Licensee's electrical use for the A.L.P.R 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 \$20.00 per month. Licensee shall not be responsible, nor held liable, for any failures or disruptions of electrical service, not cause by Licensee.

In addition, Licensee shall contract with the City's electrical contractor for the sole purpose of running/installing an electrical line from the Sanitary Sewer Pump Station service point to the A.L.P.R Equipment location Exhibit "A" approximately 30 feet away. The Licensee shall be responsible for any and all permits required for this installation.

9. **Risk of Loss.** Licensee shall assume all risk of loss or damage to Licensee's A.L.P.R Equipment. Licensee shall be responsible for securing its A.L.P.R 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 the A.L.P.R Equipment and any other Licensee equipment on the Property.

10. **Termination.**

(a) This Agreement may be terminated at any time by Licensee without further liability upon 30 days prior written notice to Licensor as provided herein. Upon termination, Licensee shall remove its A.L.P.R Equipment from the Property as set forth in this Agreement and immediately restore Licensor's Property to its condition prior to installation, excepting normal wear and tear.

(b) This Agreement may be terminated by Licensor with or without cause upon 12 months prior written notice as provided herein. Upon termination, Licensee shall

remove and immediately restore Licensor's property to its condition prior to installation, excepting normal wear and tear.

(c) In the event that this Agreement is terminated, the easement provided by Licensor under separate document will also terminate.

11. **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: Limestone WGFL LLC, a Florida Limited Liability Company  
200 South Biscayne Boulevard  
7<sup>th</sup> Floor  
Miami, Florida 33131

With a copy to: Orion Real Estate Group  
200 South Biscayne Boulevard  
7<sup>th</sup> Floor  
Miami, Florida 33131

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

and

Public Safety Legal Advisor  
3250 Hollywood Blvd.  
Hollywood, Florida 33021

12. **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) Licensee and Licensor each binds itself, its partners, successors, transferees, purchasers, 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.

13. **Governing Law.** This Agreement is governed by the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Broward County, Florida.

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

Limestone WGFL LLC,  
a Florida limited liability company

By: \_\_\_\_\_  
Signature

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

ATTEST:

CITY OF HOLLYWOOD, a municipal corporation of  
State of Florida

\_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

\_\_\_\_\_  
Josh Levy, Mayor

Approved As To Form And Legal  
Sufficiency for the use and reliance of the  
City of Hollywood, Florida, only.

\_\_\_\_\_  
Douglas R. Gonzales, City Attorney


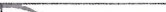
**EXHIBIT "A"**  
**PROPERTY**

**SEE ATTACHED**





NOT VALID  
WITHOUT THE  
SIGNATURE  
AND  
ORIGINAL  
SEAL OF THE  
FLORIDA  
LICENSED  
SURVEYOR  
AND MAPPER.

REVISION	DATE	BY	SKETCH AND DESCRIPTION  STEPHEN K. GIBBS FOR THE FIRM PROFESSIONAL ENGINEER & MAPPER FLORIDA REGISTRATION NO. 4574	 2131 HOLLYWOOD BOULEVARD SUITE 204 HOLLYWOOD, FL 33020 (954) 923-7666 LICENSED BUSINESS #017034
			JOB # R49095 DATE 02-04-2023 SCALE 1/8" = 1'-0" SHEET 1 OF 2 DRAWN BY CM CHECKED BY KNC	

# EXHIBIT "A"

STATE ROAD NO. 7

F.D.O.T. RIGHT-OF-WAY MAP  
SECTION 86100-2527  
(SHEET 6 OF 23)

RIGHT-OF-WAY PER PLAT

RIGHT-OF-WAY LINE PER ORB. 49399 PG 52 B.C.R.

S02°07'31"E 130.00'

0.074 ACRES/3236.85 SQUARE FEET

N87°52'29"E  
25.00'

N89°43'01"W  
25.02'

POINT OF BEGINNING

POINT OF COMMENCEMENT  
NORTHEAST CORNER OF  
BARCLAY HOLLYWOOD PLAT

N89°43'01"W 173.65'

12" UTILITY EASEMENT PER PLAT  
"BARCLAY HOLLYWOOD PLAT"  
PLAT BOOK 167, PAGE 39  
BROWARD COUNTY RECORDS

TRACT 1  
"BARCLAY HOLLYWOOD PLAT"  
PLAT BOOK 167, PAGE 39  
BROWARD COUNTY RECORDS



= PROPOSED UTILITY EASEMENT

SKETCH TO ACCOMPANY DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY

SHEET 2 OF 3

## NOTES

- 1) EASEMENTS AND RIGHTS-OF-WAY PER RECORD PLAT HAVE BEEN SHOWN HEREON. NO FURTHER SEARCH FOR MATTERS OF RECORD HAS BEEN MADE BY THIS FIRM.
- 2) THIS SURVEY IS PREPARED FOR THE SOLE AND EXCLUSIVE USE OF THE PARTIES AS SURVEYED FOR AND AS CERTIFIED TO AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL.
- 3) BEARING REFERENCE : BEARINGS SHOWN ARE REFERENCED TO A GRID BEARING OF S. 89°43'01" E. ALONG THE NORTH LINE OF "BARCLAY HOLLYWOOD PLAT, AS SHOWN ON SAID PLAT IN PARANTHESES ( )

NOT VALID  
WITHOUT THE  
SIGNATURE  
AND  
ORIGINAL  
SEAL OF THE  
FLORIDA  
LICENSED  
SURVEYOR  
AND MAPPER

REVISION	DATE	BY	SKETCH AND DESCRIPTION		STEPHEN K. SEELEY, FOR THE FIRM PROFESSIONAL SURVEYOR & MAPPER FLORIDA REGISTRATION NO. 4574	<b>GIBBS</b> LAND SURVEYORS 2131 HOLLYWOOD BOULEVARD, SUITE 204 HOLLYWOOD, FL 33020 (954) 923-7666 LICENSED BUSINESS NO. 7016
			JOB #: RN9055	DATE: 02-04-2020		
			SCALE: NOT TO SCALE	SHEET 2 OF 3		
			DRAWN BY: CM	CHECKED BY: SKS		



## DESCRIPTION:

A PORTION OF TRACT 1 OF "BARCLAY HOLLYWOOD PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 167, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID "BARCLAY HOLLYWOOD PLAT";

THENCE NORTH 89° 43' 01" WEST, ALONG THE NORTH LINE OF SAID PLAT, A DISTANCE OF 173.65 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 89° 43' 01" WEST ALONG SAID NORTH LINE, A DISTANCE OF 25.02 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 7 (U.S. 441), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 86100-2527 (SHEET 6 OF 23), AND AS RECORDED IN OFFICIAL RECORDS BOOK 49399, PAGE 52 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE SOUTH 02° 07' 31" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 130.00 FEET;

THENCE NORTH 87° 52' 29" EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 02° 07' 31" WEST, A DISTANCE OF 128.95 FEET TO THE NORTH LINE OF SAID PLAT AND THE POINT OF BEGINNING.

SIAD LAND SITUATED IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

CONTAINING 0.074 ACRES (3236.85 SQUARE FEET), MORE OR LESS.

SKETCH TO ACCOMPANY DESCRIPTION

SHEET 3 OF 3

THIS IS NOT A BOUNDARY SURVEY

## NOTES

- 1) EASEMENTS AND RIGHTS-OF-WAY PER RECORD PLAT HAVE BEEN SHOWN HEREON. NO FURTHER SEARCH FOR MATTERS OF RECORD HAS BEEN MADE BY THIS FIRM.
- 2) THIS SURVEY IS PREPARED FOR THE SOLE AND EXCLUSIVE USE OF THE PARTIES AS SURVEYED FOR AND AS CERTIFIED TO AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL.
- 3) BEARING REFERENCE : BEARINGS SHOWN ARE REFERENCED TO A GRID BEARING OF S. 89°43'01" E. ALONG THE NORTH LINE OF "BARCLAY HOLLYWOOD PLAT, AS SHOWN ON SAID PLAT IN PARANTESES ( )

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LICENSED  
SURVEYOR  
AND MAPPER

REVISION		DATE	BY	SKETCH AND DESCRIPTION		<div>GIBBS</div> <div>LAND SURVEYORS</div>
				JOB #: RN9055     DATE: 02-04-2020		
				SCALE: NOT TO SCALE     SHEET 3 OF 3		
				DRAWN BY: CM     CHECKED BY: SKS		
STEPHEN K. SEELEY, FOR THE FIRM PROFESSIONAL SURVEYOR & MAPPER FLORIDA REGISTRATION NO. 4574						<div>2131 HOLLYWOOD BOULEVARD, SUITE 204 HOLLYWOOD, FL 33020 (954) 923-7666 LICENSED BUSINESS NO. 7018</div>

**EXHIBIT "B"**  
**WIRELESS EQUIPMENT**

**SEE ATTACHED**

## EXHIBIT B

### A.L.P.R. POLE WITH 3 CAMERAS

