

PROPERTY ACCESS AGREEMENT

This Property Access Agreement (the "Agreement") is made and entered into this _____ day of _____, 2020 by and between Walgreen Co., an Illinois 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 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 Exhibit "A" for the purposes of installing, operating and maintaining the A.L.P.R Equipment described on Exhibit "B" attached hereto and incorporated herein by reference (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 hereby grants to Licensee a license to use, the Property as more specifically depicted in 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 thirty (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 hereby 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 hereby 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 thirty (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 restore Licensor's Property to its condition prior to installation as soon as is reasonably practicable, excepting normal wear and tear.

(b) This Agreement may be terminated by Licensor with or without cause upon twelve (12) months prior written notice as provided herein. Upon termination, Licensee shall remove and restore Licensor's Property to its condition prior to installation as soon as is reasonably practicable, 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: Walgreen Company
P.O. Box 1159
Deerfield IL, 60015

With a copy to: Walgreen Co
Real Estate Law Department
104 Wilmot Road, MS 144G
Deerfield, Illinois 60015
RE: Location #4386

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.

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.

MB WALGREEN Co.
LH/jmb By: 
Signature
Print Name: RICHARD N. STEINER
Title: DIRECTOR AND MANAGING COUNSEL

ATTEST: CITY OF HOLLYWOOD, a municipal corporation of
State of Florida

Patricia A. Cerny, MMC
City Clerk

Josh Levy, Mayor

Approved as to form & legal sufficiency
for the use and reliance of the
City of Hollywood, Florida, only.

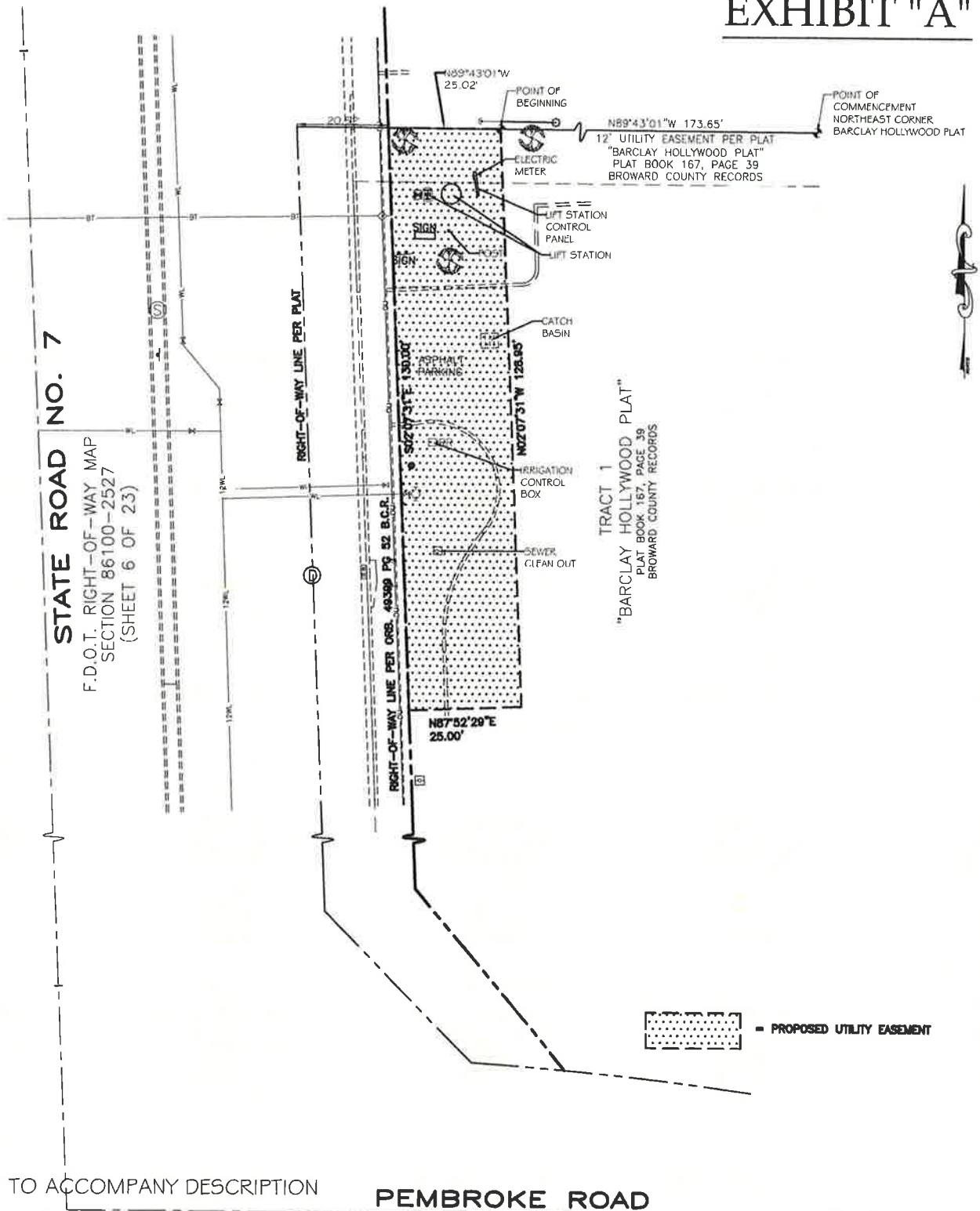
Douglas R. Gonzales, City Attorney

WAG location #4386

EXHIBIT "A"
PROPERTY

SEE ATTACHED

EXHIBIT "A"



SKETCH TO ACCOMPANY DESCRIPTION

PEMBROKE ROAD

THIS IS NOT A BOUNDARY SURVEY

SHEET 1 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	
			JOB #: RN9055	DATE: 02-04-2020
			SCALE: 1/10" TO SCALE	SHEET 1 OF 3
			DRAWN BY: CM	CHECKED BY: SKS

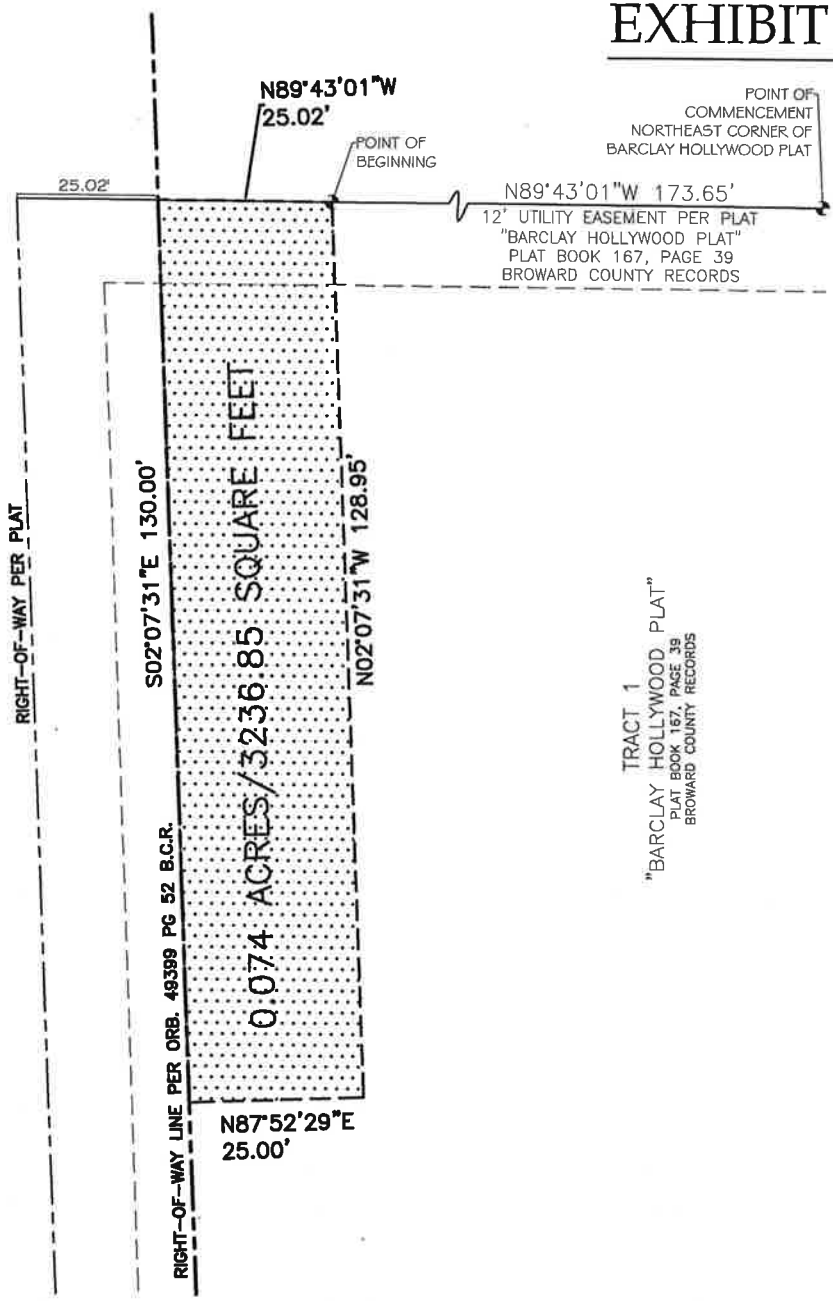
Stephen K. Seelert
STEPHEN K. SEELERT, FOR THE FIRM
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4574

GIBBS LAND SURVEYORS
2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7018

EXHIBIT "A"

STATE ROAD NO. 7

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



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



= PROPOSED UTILITY EASEMENT

SKETCH TO ACCOMPANY DESCRIPTION

SHEET 2 OF 3

THIS IS NOT A BOUNDARY SURVEY

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REVISION			DATE	BY	SKETCH AND DESCRIPTION	STEPHEN K. SEELEY, FOR THE FIRM PROFESSIONAL SURVEYOR & MAPPER FLORIDA REGISTRATION NO. 4574	GIBBS LAND SURVEYORS 2131 HOLLYWOOD BOULEVARD, SUITE 204 HOLLYWOOD, FL 33020 (954) 923-7666 LICENSED BUSINESS NO. 7018
					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

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

EXHIBIT A

POLE LOCATION ON PROPERTY





EXHIBIT A

SANITARY SEWER PUMP STATION

POWER SOURCE AND COMPUTER MOUNTING LOCATION FOR A.L.P.R. EQUIPMENT

EXHIBIT "B"
WIRELESS EQUIPMENT

SEE ATTACHED

EXHIBIT B

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

