

**LICENSE AGREEMENT BETWEEN  
THE PORT CONDOMINIUM ASSOCIATION, INC. AND BROWARD COUNTY**

This License Agreement ("License") between The Port Condominium Association, Inc., a not for profit corporation in the State of Florida, ("Licensor"), and Broward County, a political subdivision of the State of Florida ("County"), is entered into and effective as of the date this License is fully executed by the Parties ("Effective Date"). Licensor and County are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

**RECITALS**

A. Licensor is the owner of the Property, as defined in Section 1.1 below, located in the city of Fort Lauderdale.

B. County requires a license from Licensor to access and use a portion of the Property, as defined in Section 1.1 below, to install, operate, maintain, repair, upgrade, and remove wireless camera communications equipment, and other equipment to operate or boost communications signals.

C. Licensor is willing to grant County a license to access and use a portion of the Property pursuant to the terms and conditions stated in this Agreement.

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **DESCRIPTION; TERM; RENEWAL; AND FEE.**

1.1 Licensor hereby grants to County the right, privilege, and permission to install, operate, maintain, repair, upgrade, and remove wireless camera communications equipment, and other equipment to operate or boost communications signals ("Equipment") on the Roof Area of The Port Condominium, more particularly described on the attached **Exhibit A** ("Premises") and located at The Port Condominium, Inc., 1819 SE 17<sup>th</sup> Street, Fort Lauderdale, FL 33316, ("Property"), for a term commencing on the Effective Date and terminating five (5) years thereafter ("Initial Term"), unless extended or sooner terminated as set forth herein.

1.2 This License may be renewed by County for a one (1) year period ("Extension Term"), which option shall be deemed to have been automatically exercised unless and until County provides written notice of its intent not to extend at least thirty (30) calendar days prior to the commencement of the Extension Term. The Extension Term shall be on the same terms and conditions as provided in this License for the Initial Term. The Initial Term, and the Extension Term, are collectively referred to in this License as the "Term."

- 1.3 On the Effective Date and on each anniversary of the Effective Date until termination of this License, County shall pay to Licensor an annual license fee of Ten and 00/100 Dollars (\$10.00). Such payment shall be made without demand or invoice from Licensor at the address provided in Section 20.

## 2. USE OF PREMISES.

County may use the Premises for the uses specified in Section 1.1 above ("Permitted Uses"). County covenants that it will not, without the written consent of Licensor, said consent not to be unreasonably withheld, delayed, or conditioned, permit the Premises to be occupied by any person, firm, or corporation other than County, its employees, and contractors directly responsible for the installation, operation, maintenance, repair, or removal of the Equipment. County further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon said Premises, no act or thing shall be permitted and no thing shall be kept in or about said Premises which will increase the risk of hazard of fire, no waste shall be permitted or committed upon or any damage done to said Premises, and County shall not use or occupy or permit the Premises to be used or occupied in any manner that will violate any laws or regulations of any governmental authority.

Licensor will permit County reasonable access to the Premises for installation, maintenance, repair, and removal of Equipment during normal working hours (9:00 a.m. to 4:30 p.m., Mondays through Fridays; and 9:00 a.m. to 12:00 p.m. (Noon) on Saturdays. County or County's vendor or contractor will advise Licensor's management office at portmgr@portcondo.com or 954-765-1000 which will be available seven (7) days per week, not later than five (5) calendar days, or if such notice is not possible, as soon as reasonably possible, before the County installs, maintains, repairs, or removes Equipment.

## 3. INTERFERENCE.

County will not allow its Equipment to interfere with equipment installed by Licensor or other pre-existing users of the Property. Licensor will not allow its equipment or any other entity's equipment at the Property to cause radio frequency interference with County's Equipment at the Premises in excess of levels permitted by the Federal Communications Commission.

## 4. OBSTRUCTIONS.

County shall not unreasonably obstruct access to any equipment at the Property including, but not limited to, antennas, transmission lines, and generators of Licensor or other authorized users of the Property.

5. UTILITIES AND OTHER SERVICES.

County, or its vendor or contractor, will install the Equipment with appropriate and permitted electrical connections. County shall pay for all utilities and services supplied to the Equipment, together with all taxes thereon. Licensor shall permit County to install separate meters for any utility or service. If any of County's utilities and services are not separately metered to County, County shall pay a reasonable portion, based on County's use, of all charges jointly metered.

6. ALTERATIONS AND IMPROVEMENTS.

Unless otherwise prohibited by the terms of this License, County may, at its own expense, make such non-structural changes, alterations, additions, and improvements to the Premises as it may deem necessary or expedient in connection with its installation, operation, maintenance, and removal of Equipment, upon fifteen (15) calendar days' prior written notice to Licensor. All non-structural alterations shall, at the sole option of County, be considered personalty and remain the exclusive property of County. County may, in its sole discretion and at its own cost, remove all such personalty from the Premises upon the termination of this License. If necessary, County may make structural alterations or modifications to the Premises ("Improvements") with Licensor's prior written consent, which shall not be unreasonably withheld, delayed, or conditioned. Licensor shall provide a written response within ten (10) business days after County's request to make any Improvements. Any Improvements shall immediately, upon being added to or incorporated in the Premises, be and remain the exclusive property of the Licensor unless the Parties agree otherwise in writing.

7. HOLDOVER BY COUNTY.

County may hold over and remain in possession of the Premises after the expiration of this License only with the approval of Licensor and such hold over shall, in no event, be deemed or construed to be a renewal or extension of this License but shall only operate to create a month-to-month license upon the same terms and conditions as are set forth in this License, which may be terminated by either Party upon thirty (30) calendar days' prior written notice to the other Party.

8. ASSIGNMENT; SUBLICENSING.

County may not assign, sublicense, or otherwise transfer all or any of its interests under this License without the prior written approval of Licensor, which approval shall not be unreasonably delayed, withheld, or conditioned. Notwithstanding anything to the contrary herein, if County assigns its interests under this License to any government agency, as defined by state law, Licensor hereby grants its consent for such assignment without the necessity of further action. Licensor may require an assignee to execute an assignment agreement wherein the assignee will assume the terms of this License. Should County assign this License, County shall be relieved from all liability under this License for actions or activities occurring on or after such assignment; however, should County sublicense the

Premises, County will remain secondarily liable under the License in the event the sublicensee defaults.

9. DEFAULT.

If either Party defaults in the performance of a material provision of this License and fails to cure such default within fifteen (15) calendar days after receipt of written notice specifying the nature of such default, or if such default cannot be cured within fifteen (15) calendar days and the defaulting Party fails to commence such cure within such time and diligently pursue such cure to completion, then the non-defaulting Party may terminate this License and pursue all other remedies available to it at law or in equity.

10. TERMINATION.

This License may be terminated for convenience by the Board of County Commissioners of Broward County, Florida ("Board"). Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice.

This License may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause is provided.

11. SURRENDER UPON TERMINATION.

Upon expiration or termination of this License, County will peaceably surrender and deliver the Premises to Licensor, its agents or assigns. County further agrees that, subject to Section 6 herein, it will leave the Premises in the condition existing at the commencement of this License, reasonable wear and tear excepted. County further agrees to allow a representative of Licensor to inspect the Premises to determine that, subject to Section 6 herein, the Premises is in the same state and repair as it was at the time it was licensed to County, reasonable wear and tear excepted.

12. DAMAGE TO PREMISES.

County agrees that all Equipment placed on the Premises shall be at the risk of County. County shall give Licensor prompt written notice of any accident to or defect in the Premises, and the same shall be remedied by Licensor with due diligence, unless caused by County or its agents.

13. INSPECTION.

Licensors or its agents may enter the Premises upon reasonable notice to County to examine same or to make needed repairs to said Premises.

14. FIRE OR OTHER CASUALTY.

In the event of damage to the Premises or any part thereof by fire or other cause during the Term of the License, County shall give immediate written notice thereof to Licensor. The Premises shall be repaired immediately at the expense of Licensor, unless the damage was due to the intentional acts or negligence of County or County's employees, officers, agents, or contractors, in which event County shall be liable for the reasonable costs of such repairs. If the Premises shall be destroyed by the elements, acts of God, or any other cause, or so nearly destroyed as to require substantial rebuilding, this License shall terminate, and County and Licensor shall have no further obligations or liability under the License.

15. MAINTENANCE AND REPAIRS.

15.1 Licensor shall keep the Premises in good structural repair, so far as it concerns County's use of the Premises, and in compliance with all applicable laws, ordinances, orders, or regulations of any federal, state, County or municipal authority now or hereafter in effect.

15.2 County shall, at all times during this License, and at County's sole cost and expense, comply (and shall cause its officers and employees to comply) with all laws, codes, statutes, ordinances, and regulations in connection with the Permitted Uses of the Premises. Any and all costs, expenses, fees, or assessments arising out of or relating to the Permitted Uses of the Premises shall be borne by County including, without limitation, taxes and permit or approval fees.

16. NO WAIVER OF BREACH.

Either Party's failure to enforce any provision of this License shall not be deemed a waiver of such provision or modification of this License. A waiver of any breach of a provision of this License shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this License.

17. INSURANCE.

Licensors agrees that during the Term hereof it will, at its expense, keep the Premises insured against loss or damage by fire, together with extended coverage to the extent of replacement value thereof.

County is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. County shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this License

in accordance with the provisions of Section 768.28, Florida Statutes. Upon request, County shall provide written verification of liability protection in accordance with state law.

18. ENVIRONMENTAL CONTAMINATION.

Licensors represents and warrants to County that, as of the Effective Date, neither Licensor, nor to the best of Licensor's knowledge, any third party has used, produced, manufactured, stored, disposed of, or discharged any hazardous wastes or toxic substances in, under, or about the Premises during the time in which Licensor has owned the Premises.

19. RADON GAS.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Broward County Public Health Unit.

20. NOTICES.

For a notice to a Party to be effective under this License, notice must be sent by U.S. first-class mail or commercial express carrier with acknowledgment of delivery, each with a contemporaneous copy via electronic mail (email), to the addresses listed below and shall be effective upon mailing (provided that the contemporaneous e-mail is also sent). The addresses for giving notice shall remain the same as set forth in this Section 20 unless and until changed by providing written notice of such change in the manner provided in this Section 20.

To County:

County Administrator  
Broward County Governmental Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [bhenry@broward.org](mailto:bhenry@broward.org)

With copies to:

Real Property Section  
Broward County Governmental Center, Room 501  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [lmahoney@broward.org](mailto:lmahoney@broward.org)

To Licensor:

Manager  
The Port Condominium Association, Inc.  
1819 SE 17<sup>th</sup> Street  
Fort Lauderdale, Florida 33316  
Email: [portmgr@portcondo.com](mailto:portmgr@portcondo.com)  
954-765-1000

21. SUCCESSORS; ASSIGNS.

This License shall inure to and be binding upon the successors and authorized assigns of the Parties.

22. RIGHT TO MORTGAGE AND SELL.

No mortgage or lien of Licensor shall encumber the Equipment. Licensor may sell the Premises; however, this License shall be expressly assumed by any purchaser of the Property.

Licensor shall give County prior written notice at least thirty (30) calendar days before the sale of the Premises. Such notice shall be given in the manner specified in Section 20 of this License.

23. THIRD PARTY BENEFICIARIES.

Neither Licensor nor County intends to directly or substantially benefit a third party by this License. Therefore, the Parties agree that there are no third-party beneficiaries to this License and that no third party shall be entitled to assert a right or claim against either of them based upon this License.

24. COMPLIANCE WITH LAWS.

Licensor and County shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their respective duties, responsibilities, and obligations under this License.

25. SEVERABILITY.

In the event a portion of this License is found by a tribunal of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless Licensor or County elects to terminate this License. An election to terminate this License based upon this provision shall be made within ten (10) business days after the finding by the tribunal becomes final.

26. JOINT PREPARATION.

Each Party and its counsel have participated fully in the review and preparation of this License and acknowledge that the preparation of this License has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this License shall be interpreted as to its fair meaning and not strictly for or against any Party.

27. PRIORITY OF PROVISIONS.

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this License by reference and a term, statement, requirement, or provision of Sections 1 through 32 of this License, the term, statement, requirement, or provision contained in Sections 1 through 32 shall prevail and be given effect.

28. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL.

This License shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this License shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this License must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS LICENSE, LICENSOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS LICENSE. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS LICENSE AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

29. AMENDMENTS.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this License and executed by the Board of County Commissioners of Broward County, Florida, and Licensor or others delegated authority to or otherwise authorized to execute same on their behalf.



30. PRIOR AGREEMENTS.

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this License that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

31. REPRESENTATION OF AUTHORITY.

Each individual executing this License on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this License, duly authorized by all necessary and appropriate action to execute this License on behalf of such Party and does so with full legal authority.

32. MULTIPLE ORIGINALS.

Multiple copies of this License may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**[SIGNATURE PAGES AND EXHIBIT FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: LICENSOR, signing by and through its President, duly authorized to execute same, and BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Agenda Item \_\_\_\_\_).

LICENSOR

The Port Condominium Association, Inc., a Florida not for profit corporation

ATTEST:

\_\_\_\_\_  
Robert C. Kain, Jr., Secretary

By: \_\_\_\_\_  
Printed Name: C.J. Marino, President  
Title: President

\_\_\_\_ 22 \_\_\_\_ day of \_\_\_\_ December \_\_\_\_, 2020

(SEAL)

OR

WITNESSES:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name of Witness)

LICENSE AGREEMENT BETWEEN THE PORT CONDOMINIUM ASSOCIATION, INC.  
AND BROWARD COUNTY.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
of County Commissioners

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: Christina A. Blythe Digitally signed by Christina A. Blythe  
Date: 2021.03.29 16:18:44 -04'00'  
Christina A. Blythe (Date)  
Assistant County Attorney

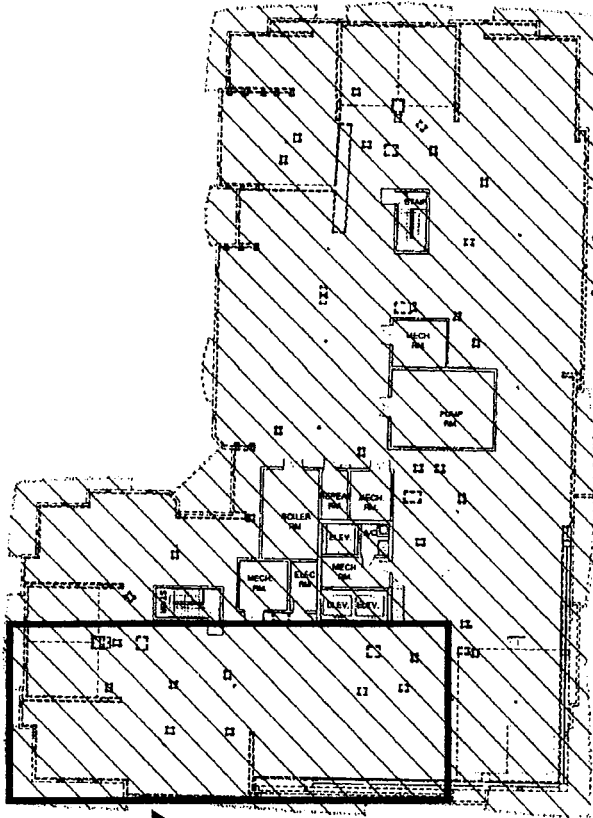
By: Annika E. Ashton Digitally signed by Annika E.  
Ashton  
Date: 2021.03.29 16:19:28 -04'00'  
Annika E. Ashton (Date)  
Deputy County Attorney

CAB/mdw  
RLA – The Port Condominium Association, Inc.  
12/17/2020  
#545685

# Exhibit A

## Premises

### Upper Roof Plan



Area where camera and support structure are to be located.

### Legal Description

LAND DESCRIPTION: RESIDENTIAL LANDS  
A PORTION OF PARCEL "A", EVERGLADES, LLC PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGES 104 AND 105 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "A", SAME BEING THE SOUTHEAST CORNER OF PARCEL "A", "OCEANWORLD", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 124, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 01°47'33"WEST, ALONG A WEST LINE OF SAID PARCEL "A", EVERGLADES, LLC PLAT, 303.00 FEET; THENCE NORTH 88°04'12" EAST, 216.00 FEET TO A BENO POINT IN THE EAST LINE OF SAID PARCEL "A", EVERGLADES, LLC PLAT; THENCE SOUTH 01°47'33" EAST, ALONG THE EAST LINE OF SAID PARCEL "A", EVERGLADES, LLC PLAT, 303.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A", EVERGLADES, LLC PLAT; THENCE SOUTH 88°04'12" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", EVERGLADES, LLC PLAT, 216.00 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 65,453 SQUARE FEET, 1.5026 ACRES, MORE OR LESS