

34-7

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 9/9/08 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) an Agreement with the Playa Del Mar Association, Inc., a Florida not-for-profit corporation, for the placement of communication equipment onto the rooftop of the Playa Del Mar Condominium, located at 3900 Galt Ocean Drive in Fort Lauderdale on behalf of the Palm Beach County Sheriff's Office; and
- B) a Use Agreement with the Palm Beach County Sheriff's Office (PBSO) establishing PBSO's financial responsibility for rent and this equipment.

Summary: This Agreement will allow for the installation of radar and other miscellaneous communication equipment which will enhance maritime security and improve communication between local law enforcement agencies. The premises consists of 400+/- SF of roof top space on the Playa Del Mar Condominium for the installation of an equipment shelter and placement of a radar dish and mast. The Term of the Agreement is for five years commencing upon execution by the County. The gross annual rent is five thousand dollars (\$5,000), which will be increased annually by the greater of five percent (5%) or CPI. All improvements will be performed by PBSO at its expense. The Landlord will provide electrical service. The County has the option to terminate this Agreement for any reason upon ninety (90) days prior written notice to Landlord. The Use Agreement provides that PBSO will pay the annual rent and the cost of improvements. (PREM) Countywide (JMB)

Background and Justification: In order to provide increased maritime security of the South Florida coastline and to improve communications between law enforcement agencies, PBSO requires the use of a roof top facility upon which they can install communication and radar equipment. The PBSO Radio Services Department performed an extensive search of the area and selected the Playa Del Mar Condominium based upon its geographical location. The roof top of the Playa Del Mar Condominium will provide ample room for PBSO's communication equipment. PBSO will fund all equipment, installation costs and rent. The Landlord has agreed to absorb the cost of electric service on the rooftop. Florida Statutes Section 286.23 requires that a Disclosure of Beneficial Interest be obtained when a property held in a representative capacity is leased to the County. Playa Del Mar Association, Inc., a Florida not-for-profit corporation, has provided the attached Disclosure indicating that none of the unit owners hold more than a five percent (5%) interest in the Association. The Use Agreement outlines the responsibilities of PBSO to pay rent and cover the cost of installing the equipment.

Attachments:

- 1. Location Map
- 2. Agreement
- 3. Use Agreement
- 4. Budget Availability Statement
- 5. Disclosure of Beneficial Interest

Recommended By: [Signature] Department Director 7/28/08 Date
Approved By: [Signature] County Administrator [Signature] Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures					
Operating Costs	<u>\$417.00</u>	<u>\$5,021.00</u>	<u>\$5,272.00</u>	<u>\$5,536.00</u>	<u>\$5,813.00</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$417.00</u>	<u>\$5,021.00</u>	<u>\$5,272.00</u>	<u>\$5,536.00</u>	<u>\$5,813.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No

Budget Account No: Fund 0001 Dept 164 Unit 1604 Object 4410

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Fiscal Impact has been calculated using an estimated amount of 5% for CPI. Figures based upon Rent Commencement in September 2008.

This Agreement *MAY be* funded using a Homeland Security Grant. In the event that the Grant runs out or is not sufficient, the Use Agreement provides that the Sheriff will fund the expenses out of its operating budget or the County will terminate.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB 8/16/08 8/11/08 7/31/08

 Contract Development and Control 8/11/08

This item complies with current County policies.

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

MAPQUEST

University of Phoenix
Thinking ahead.

ONLINE PROGRAMS

ASSOCIATE'S DEGREES
Associate of Arts in Business
Associate of Arts in Health Care Administration
Associate of Arts in Information Technology

BACHELOR'S DEGREES
Bachelor of Science in Business / Management
Bachelor of Science in Criminal Justice Administration
Bachelor of Science in Management

MASTER'S DEGREES
Master of Business Administration
Master of Arts in Education
Master of Information Systems

A: 3900 Galt Ocean Dr, Fort Lauderdale, FL 33308-6631



Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our [Terms of Use](#)

http://www.mapquest.com/3900-Galt-Ocean-Drive-Fort-Lauderdale-FL/

6/1/2008

ATTACHMENT #1

Layers

- Highways
- Major Roads
- Twn-Rng-Sec
- Municipalities
- City Limits
- Zip Codes
- CRA Boundaries
- City Zoning Codes
- County Land Use
- Subdivisions

No Sales

- Streets
- Parcels

Aerials (2008)

- County Boundary



SELECTED PROPERTY-FOLIO: 494319BM0000

2008 AERIALS

© Copyright 2003 Broward County Property Appraiser

0 91 ft

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2008, by and between the Playa Del Mar Association, Inc., a Florida not-for-profit corporation, hereinafter referred to as "LESSOR" and Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, LESSOR is the Condominium Association which governs and controls the common areas of the condominium known as the Playa Del Mar Condominium, located at 3900 Galt Ocean Drive, Ft. Lauderdale, Florida (the "Condominium"); and

WHEREAS, COUNTY has a need to place communication equipment on a building in Broward County on behalf of the Palm Beach County Sheriff's Office; and

WHEREAS, LESSOR has space available on the rooftop of the Condominium building (the "Building") for installation of COUNTY's communication equipment; and

WHEREAS, LESSOR is willing to lease such space to COUNTY for the use set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE I
TERM OF AGREEMENT

Section 1.01 Length of Term and Commencement Date.

The term of this Agreement shall commence upon the execution hereof by COUNTY and shall extend for a period of five (5) years thereafter, unless earlier terminated pursuant to the provisions of this Agreement (the "Term").

Section 1.02 Termination of Agreement.

COUNTY shall have the right to terminate this Agreement subject to the conditions set forth below in the event:

- a. COUNTY, after diligent effort, fails to receive, obtain, and/or maintain any consent, permit or approval of any governmental entity necessary for COUNTY to operate its business and/or to construct and use its Communication Equipment as hereinafter defined, as contemplated herein; or
- b. COUNTY no longer desires, as determined in its sole discretion, to use or occupy the rooftop of the Building for operation of its Communication Equipment.

COUNTY shall advise LESSOR of its intent to terminate this Agreement by giving LESSOR ninety (90) days written notice of termination, setting forth the effective date of such termination. Thereafter, COUNTY shall remove all its Communication Equipment and appurtenances installed upon and/or within the Building, shall repair any damage occasioned thereby and shall restore the areas occupied by COUNTY's Communication Equipment to the condition same were in upon execution of this Agreement, normal wear and tear excepted. Upon completion of the foregoing work, the Agreement shall terminate and the parties shall be released of all further liability arising hereunder, with the exception only of any then existing defaults or matters in existence at the time of such termination which would constitute a default with the passage of time and the giving of any required notice.

ARTICLE II RENT

Section 2.01 Annual Gross Rent.

COUNTY shall pay LESSOR an annual Gross Rent of Five Thousand Dollars (\$5,000). The annual Gross Rent shall be payable commencing on the first day of the month following the date upon which the COUNTY has obtained all necessary governmental approvals and permits for the installation and operation of the COUNTY's Communication Equipment, but not later than nine (9) months following the execution of this Agreement by COUNTY (the "Rental Commencement Date") and on each anniversary thereof during the Term of this Agreement.

Section 2.02 Cost of Living Adjustment to Annual Gross Rent.

Commencing one (1) year from the Rental Commencement Date, and on each subsequent anniversary thereof (the "Adjustment Date"), the annual Gross Rent shall be adjusted as hereinafter set forth in accordance with any increase in the Consumer Price Index for all Urban Consumers, All Items, U.S. City average (1982-1984=100) (hereinafter "CPI") issued by the Bureau of Statistics of the U.S. Department of Labor. On each Adjustment Date, the annual Gross Rent payable for the immediately preceding one (1) year period shall be adjusted by multiplying the then current annual Gross Rent by a fraction, the numerator of which shall be the CPI value for the month three (3) months preceding the applicable Adjustment Date, and the denominator of which shall be the CPI value for the month three (3) months preceding the month in which the Rental Commencement Date occurs. The annual Gross Rent, as adjusted, shall be the annual Gross Rent (adjusted as called for herein) or an increase of five (5%), whichever is greater. In the event that during the Term of this Agreement the CPI ceases to be published, or if a substantial change is made in the method of establishing or computing the CPI, then the determination of the adjustment in the annual Gross Rent shall be made with the use of such conversion factor, formula or tables as may be published by the Bureau of Labor Statistics, or if none is available, by any other nationally recognized publisher of similar information chosen by the COUNTY.

Section 2.03 Assessments and Property Taxes.

During the Term of this Agreement, COUNTY shall pay before delinquency all personal property taxes and assessments levied by any governmental authority on the Communication Equipment and on any Alterations constructed by COUNTY.

ARTICLE III
INSTALLATION OF COMMUNICATION EQUIPMENT

Section 3.01 County's Work.

COUNTY shall have the right to install in/on the east elevator penthouse and equipment room necessary classified electronic equipment, air conditioner, microwave dishes, antennas and appurtenances as described in Exhibit "A" attached hereto and made a part hereof (hereinafter collectively referred to as "Communication Equipment"). Said Communication Equipment shall be installed in the locations indicated on the Floor Plan, attached hereto and made a part hereof, as Exhibit "B". COUNTY shall prepare detailed plan and specifications for the installation of said Communication Equipment and shall submit same to LESSOR for its approval prior to commencing installation thereof, which approval shall not be unreasonably withheld.

Section 3.02 Alterations.

COUNTY shall not install any additional antennas or equipment upon the Building, nor construct any additional improvements not specifically identified in Exhibit "A" to this Agreement without LESSOR's prior written consent, which consent will not be unreasonably withheld. In the event either party hereto proposes to conduct any installation, alteration, improvement, or modification of the buildings, structures or equipment on the rooftop of the Building (hereinafter collectively referred to as "Alterations"), the party proposing to conduct said Alterations shall submit to the other party detailed plans and specifications for the proposed Alterations for the other party's prior review and written approval, which approval shall not be unreasonably withheld.

Section 3.03 Construction Liens.

In compliance with Florida Statutes 713.10 COUNTY covenants and agrees that nothing contained in this Agreement shall be construed as a consent on the part of the LESSOR to subject the estate of the LESSOR to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the LESSOR's estate shall not be subject to such liability. COUNTY shall notify any and all contractors and subcontractors employed by or on behalf of COUNTY of this provision of this Agreement.

In the event any construction lien is filed against the estate of LESSOR as a result of any work performed by or on behalf of COUNTY, COUNTY shall bond or transfer said lien to security within fifteen (15) days of notice from LESSOR of the existence of said lien.

Section 3.04 General Provisions

Any and all equipment and appurtenances thereto placed on the rooftop of the Building or within the equipment buildings on the rooftop of the Building by the COUNTY or any Alterations to such equipment located on or about the rooftop of the Building by COUNTY shall be purchased, insured, installed and maintained by COUNTY, at COUNTY's own cost and expense. COUNTY shall obtain at its sole cost and expense all governmental permits and approvals required for such installation and maintenance prior to commencing such work. All work done by COUNTY in connection with the performance of COUNTY's Work and any repairs, maintenance and other work

to be performed by COUNTY pursuant to this Agreement shall be done only by duly licensed contractors or subcontractors specializing in such work, and shall be performed in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with governmental permits and approved plans and specifications.

ARTICLE IV
USE OF ROOFTOP SPACE

Section 4.01 Use.

COUNTY shall have the right to access, use and operate its Communication Equipment on a 24-hour basis during the entire Term of this Agreement. The frequencies to be utilized by COUNTY are set forth in Exhibit "C", attached hereto and made a part hereof. LESSOR reserves the right to allow third parties access to the space for maintenance purposes.

Section 4.02 Interference.

Exhibit "C" is a list of the frequencies to be utilized by the COUNTY in the operation of its Communication Equipment. COUNTY shall be solely responsible for the selection and use of the designated frequencies. The parties mutually agree not to cause or allow any interference with the other party's communication facilities or equipment or any party's permitted use of the rooftop of the Building. No party shall modify, or permit the modification of, any antenna or associated combiner, multicoupler, cross band couplers or other components of the other party's receive and transmit antenna systems, which should in any way reduce the "Effective Radiated Power" or "Coverage" of the other party's radio communications system. A party will be deemed the "Interfering Party" if it introduces any activity or change, modifications or addition to its communications facilities, equipment or its use of the rooftop of the Building that interferes with another party's existing communication facilities or equipment or any other party's then currently authorized use thereof. The Interfering Party upon receipt of written notice from any other party using the Building for operation of communications equipment will take all steps necessary at its sole cost to correct and eliminate such interference and to cause its equipment to operate within its assigned frequencies.

The Interfering Party's failure to take immediate action to terminate any such interference shall constitute a default under this Agreement. Any of the foregoing actions by a third party leasing space on the rooftop of the Building from LESSOR shall constitute a default by LESSOR hereunder. Prior to installation of any equipment on the rooftop of the Building utilizing a frequency other than identified in Exhibit "C", the party proposing said installation shall obtain at its sole cost and expense an intermodulation study performed by a licensed engineer to determine the compatibility of equipment to be installed with the systems then existing on the rooftop of the Building. Copies of said intermodulation studies shall be provided to all parties then maintaining the equipment of the rooftop of the Building prior to installation of the equipment. In the event said intermodulation study indicates that said equipment will interfere or is likely to interfere with any of the equipment identified in Exhibits "A" and "B" and/or the frequencies identified in Exhibit "C", then said party shall not proceed with said installation.

Section 4.03 Governmental Regulations.

The parties hereto shall each comply with all ordinances, laws, statutes and regulations of all county, municipal, state, federal and other applicable governmental

authorities, now in force, or which may hereafter be in force, pertaining to their use of the rooftop of the Building or the Condominium generally.

ARTICLE V
REPAIRS AND MAINTENANCE

Section 5.01 Building.

LESSOR shall maintain the Building in good repair and condition at all times during the Term of this Agreement, at LESSOR's sole cost and expense. Notwithstanding the foregoing, any and all damages to the Building caused by COUNTY shall be repaired by COUNTY at its sole cost and expense.

Section 5.02 County's Equipment and Personal Property.

COUNTY shall, at its sole cost and expense, maintain its Communication Equipment and appurtenances located on or about the rooftop of the Building in good repair and condition throughout the term of this Agreement.

ARTICLE VI
INSURANCE

Section 6.01 Liability Insurance.

COUNTY shall, during the entire Term hereof, provide LESSOR with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of \$100,000 per person and \$200,000 per incident or occurrence. In the event the Legislature should change the COUNTY's exposure by Statute above or below the sums insured against, COUNTY shall provide insurance to the extent of that exposure.

Section 6.02 Personal Property.

COUNTY's Communication Equipment and personal property placed or located on the rooftop of the Building shall be kept there at the sole risk of COUNTY. Notwithstanding the foregoing, LESSOR shall take all reasonable measures to restrict access to the rooftop of the Building and to prohibit unauthorized access to County's Communication Equipment.

ARTICLE VII
DAMAGE OR DESTRUCTION OF
THE BUILDING

Section 7.01 Damage or Destruction by Fire, War or Act of God.

In the event the Building shall be destroyed, damaged or injured by fire, windstorm or other casualty during the term of this Agreement, LESSOR shall restore same to the pre-incident condition. In the event that such casualty causes damage to the Building or the Building's systems such that COUNTY is unable to access or operate its Communication Equipment, LESSOR shall take such measures as may be reasonably required to assist COUNTY in restoring its Communications Equipment to an operational condition. In the event that it is determined that the damaged areas of the Building shall not be restored, LESSOR shall immediately thereafter provide COUNTY with written notice of said determination whereupon COUNTY shall have the right, at its option, to terminate this Agreement. During any period of time in which such casualty prevents COUNTY from operating its Communication Equipment, the annual Gross Rent shall abate until COUNTY is able to restore its equipment to an operational condition.

ARTICLE VIII
UTILITIES

LESSOR shall provide electrical service to the rooftop of the Building at LESSOR's sole cost and expense. LESSOR shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges or assessments for electricity used or consumed by COUNTY. LESSOR shall not be liable for an interruption or failure in the supply of such service to the rooftop of the Building resulting from a failure of the utility company to provide service to the rooftop of the Building.

ARTICLE IX
DEFAULT

Section 9.01 Default.

In the event either party hereto shall fail to perform or observe any of the terms, covenants or conditions of this Agreement on said party's part to be performed, the same shall constitute a default hereunder.

In the event said default has not been fully and completely cured within thirty (30) days of written notice of said default by the non-defaulting party, or in the event such default is not reasonably capable of being cured within a thirty (30) day period, or in the event the defaulting party does not immediately upon receipt of notice of such default commence to cure same and thereafter proceed with all due diligence to complete the cure of such default within a reasonable period of time under the circumstances, the non-defaulting party shall have right to seek all remedies available at law or in equity for such default, including the right of specific performance.

Section 9.02 Waiver, Accord and Satisfaction.

The waiver by either party of any default by the other party of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same of any other term, condition or covenant herein contained. The written consent or approval by LESSOR to or of any act by COUNTY requiring LESSOR's consent or approval shall not be deemed to waive or render unnecessary LESSOR's consent to or approval of any subsequent similar act by COUNTY.

ARTICLE X
ACCESS

COUNTY shall have the right to enter upon the Condominium at all times in order to gain access to its Communication Equipment. LESSOR shall provide COUNTY with 24-hour access to the rooftop of the Building and to County's Communication Equipment.

ARTICLE XI
ANNUAL BUDGETARY FUNDING

This Agreement and all obligations of COUNTY hereunder are subject to and contingent upon annual funding by Federal grant. Notwithstanding anything in this Agreement to the contrary, COUNTY shall have the right to cancel this Agreement for

any reason upon ninety (90) days prior written notice to LESSOR, whereupon the parties shall be relieved of all further obligation hereunder.

ARTICLE XII CONDEMNATION

If all or part of the Condominium shall be taken or condemned for public or quasi-public use and as a result the COUNTY's ability to access and/or operate its Communication Equipment is prohibited or materially restricted, either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. Any such termination shall be effective as of the date title is vested in the condemning authority. Upon the effective date of such termination, the parties shall be relieved of all further obligations arising subsequent to the date of termination, with the exception only of any then existing defaults, or matters in existence at the time of such termination which would constitute a default with the passage of time and the giving of any required notice.

ARTICLE XIII MISCELLANEOUS PROVISIONS

Section 13.01 Non-Discrimination

LESSOR shall assure and certify that it will comply with Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R-92-13 and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation or disability.

Section 13.02 Public Entity Crimes.

As provided in Florida Statutes 287.132-133, LESSOR hereby certifies that, to its knowledge, LESSOR, its affiliates, agents, contractors, employees or suppliers who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Commencement Date of the Term of this Agreement. This certification is required pursuant to Florida Statute 287.133(3)(a).

Section 13.03 Entire Agreement.

This Agreement and any Exhibits attached hereto constitute all agreements, conditions and understandings between COUNTY and LESSOR concerning the Building. All representations, either oral or written shall be deemed to be merged into this Agreement. No alteration, modification, waiver, change or addition to this Agreement shall be binding upon COUNTY or LESSOR unless reduced to writing and signed by them.

Section 13.04 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted

before 5PM on a business day and on the next business day if transmitted after 5pm or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to LESSOR at:

Playa Del Mar Association Board of Directors
c/o Property Manager
3900 Galt Ocean Drive,
Ft. Lauderdale, FL. 33308
Fax:

(b) If to the COUNTY at:

Palm Beach County
Property & Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33414-5605
Fax: (561) 233-0210

With a copy to:

Palm Beach County Sheriff's Office
Attn: Radio Division Manager
3228 Gun Club Road
West Palm Beach, FL 33406
Fax:

And

Palm Beach County Attorney's Office
Attn: Real Estate
301 North Olive Avenue
Suite 601
West Palm Beach, FL 33401
Fax: (561) 355-4398

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

Section 13.05 Severability.

If any term of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid and enforceable shall not be affected thereby, and each term of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.

Section 13.06 Captions.

The captions in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Agreement or any of its provisions.

Section 13.07 Recording.

COUNTY shall not record this Agreement, or any memorandum or short form thereof, without the written consent and joinder of LESSOR.

Section 13.08 Waiver of Jury Trial.

The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

Section 13.09 Governing Law.

This Agreement shall be governed by, constructed and enforced in accordance with the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

Section 13.10 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

Section 13.11 Benefit and Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

Section 13.12 Disclosure of Beneficial Interest

LESSOR represents that simultaneously with LESSOR's execution of this Agreement, LESSOR has executed and delivered to COUNTY, the Landlord's Disclosure of Beneficial Interests attached hereto as Exhibit "D", attached hereto and made a part hereof (the "Disclosure"), disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the LESSOR as required by Section 286.23 of the Florida Statutes unless LESSOR is exempt under the statute. LESSOR warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the LESSOR after the date of execution of the Disclosure until the Effective Date of the Agreement, LESSOR shall immediately, and in every instance, provide written notification of such change to the COUNTY pursuant to Section 13.04 of this Agreement.

Section 13.13 Quiet Enjoyment.

Upon the observance and performance of all the covenants, terms, and conditions on COUNTY's part to be observed and performed, COUNTY shall peaceably and quietly hold and enjoy the rooftop of the Building for the Term hereby demised and any extensions thereof without hindrance or interruption by LESSOR or any other person or persons lawfully or equitably claiming by, through, or under the LESSOR, subject, nevertheless, to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, COUNTY and LESSOR have executed this Agreement, or have caused the same to be executed by their duly-authorized representatives as of the day and year first above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: *Rett Audrey Wolf*
Audrey Wolf, Director
Facilities Development & Operations

(SEAL)

PLAYA DEL MAR ASSOCIATION, INC.
a Florida not-for-profit Corporation

Rosie Bowers
Witness Signature

By: *Frederick H Nesbit*
Print Name: FREDERICK H NESBIT

Rosie Bowers
Print Name

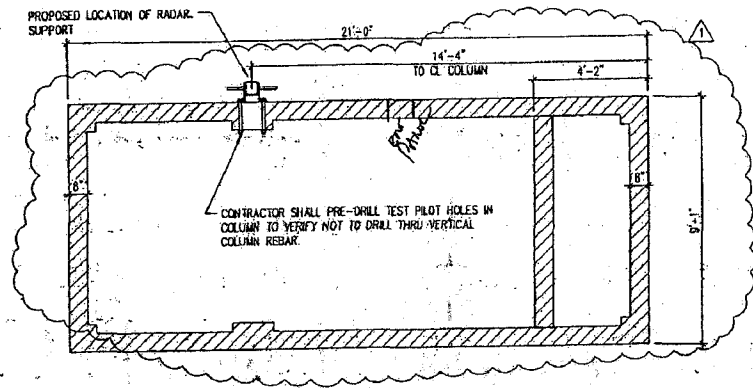
Geraldine Portuhondo
Witness Signature

Geraldine Portuhondo
Print Name

EXHIBIT "A"

COMMUNICATION EQUIPMENT

Equipment Description	Frequency	Power	Location	Height
Pla Del Mar, Ft. Lauderdale				
Transceiver, TERMA model 2001	Classified	25 KW	Antenna mast top	324
Transceiver, Microwave Motorola TPT600	5.8 Ghz spread s	00.20 watts	2' below antenna mast top	322



PLAN VIEW OF EAST PENTHOUSE

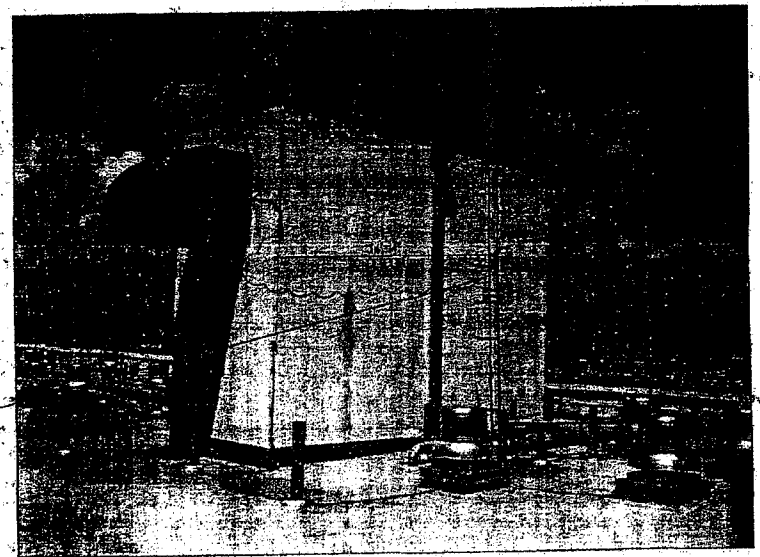
SCALE: N.T.S.



WIND LOAD CRITERIA:

ASCE 7-02
 IMPORTANCE FACTOR = 1.15
 EXP. = C
 G = 0.85
 Kd = 0.85
 VEL = 180 MPH
 BLDG. HT. = 20'
 Kz = 1.58
 Cf = 1.63
 P = 178 PSF

PROPOSED LOCATION OF RADAR SUPPORT



EAST PENTHOUSE EAST ELEVATION

SCALE: N.T.S.

PROJECT SCALE	1" = 1'-0"
DATE	10/28/07

NO.	REVISION	DATE	BY
1	ADDED REVISION	10/28/07	J.C.K.

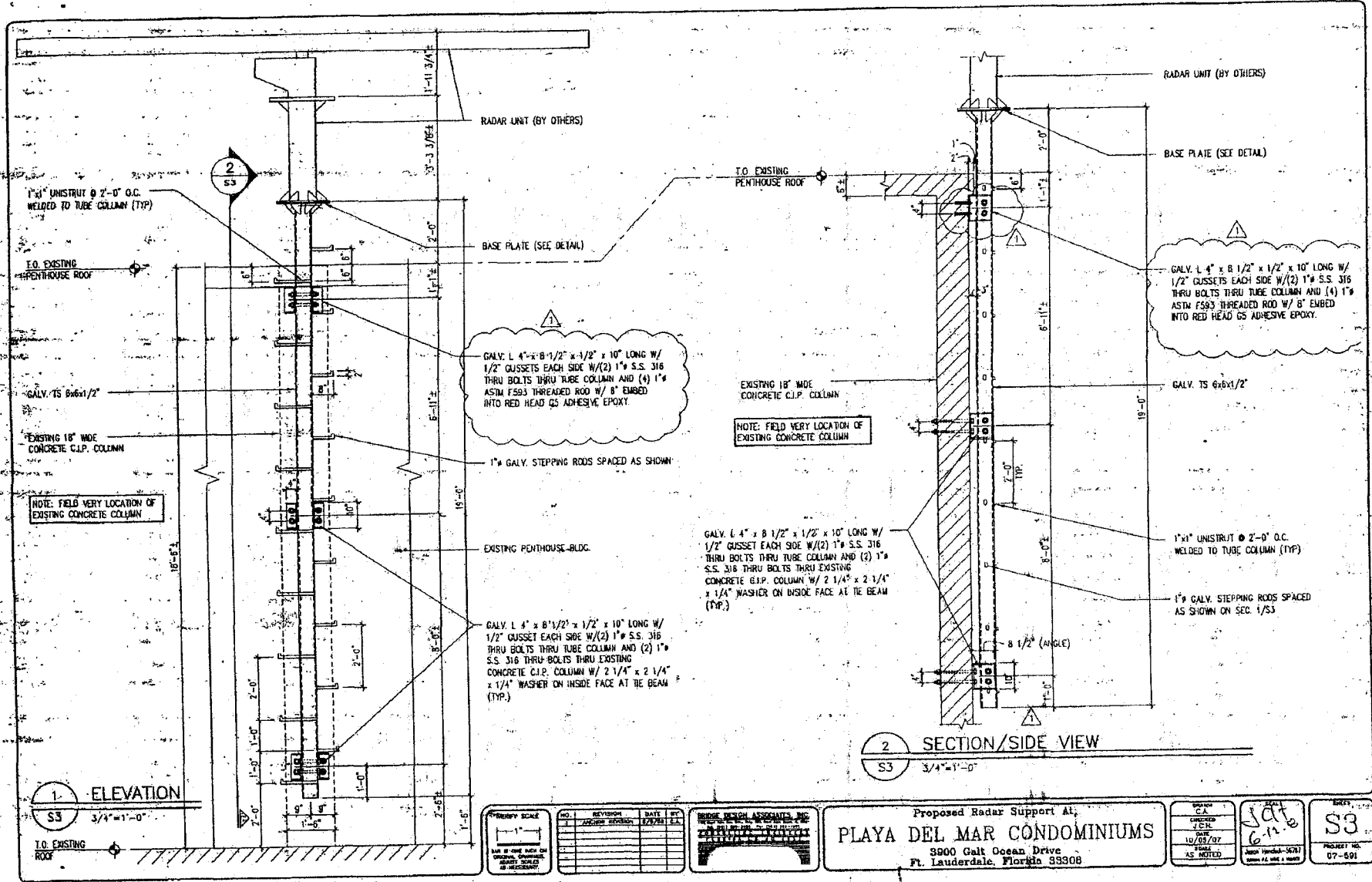
PROF. DESIGN ASSOCIATES, INC.
 10000 W. BIRCH AVE.
 SUITE 200
 WEST PALM BEACH, FL 33411
 TEL: 561-833-1111
 FAX: 561-833-1112
 WWW: PDA-INC.COM

Proposed Radar Support At:
PLAYA DEL MAR CONDOMINIUMS
 3900 Galt Ocean Drive
 Ft. Lauderdale, Florida 33308

DESIGNER	J.C.K.
CHECKER	J.C.K.
DATE	10/28/07
SCALE	AS NOTED

DATE
 10/28/07
 J.C.K.

PROJECT NO.
S2
 07-591

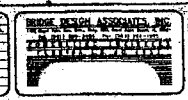


FLOOR PLAN

EXHIBIT "B"

Page 2 of 3

NO.	REVISION	DATE	BY
1	ISSUE FOR PERMIT	8/2/01	J.A.



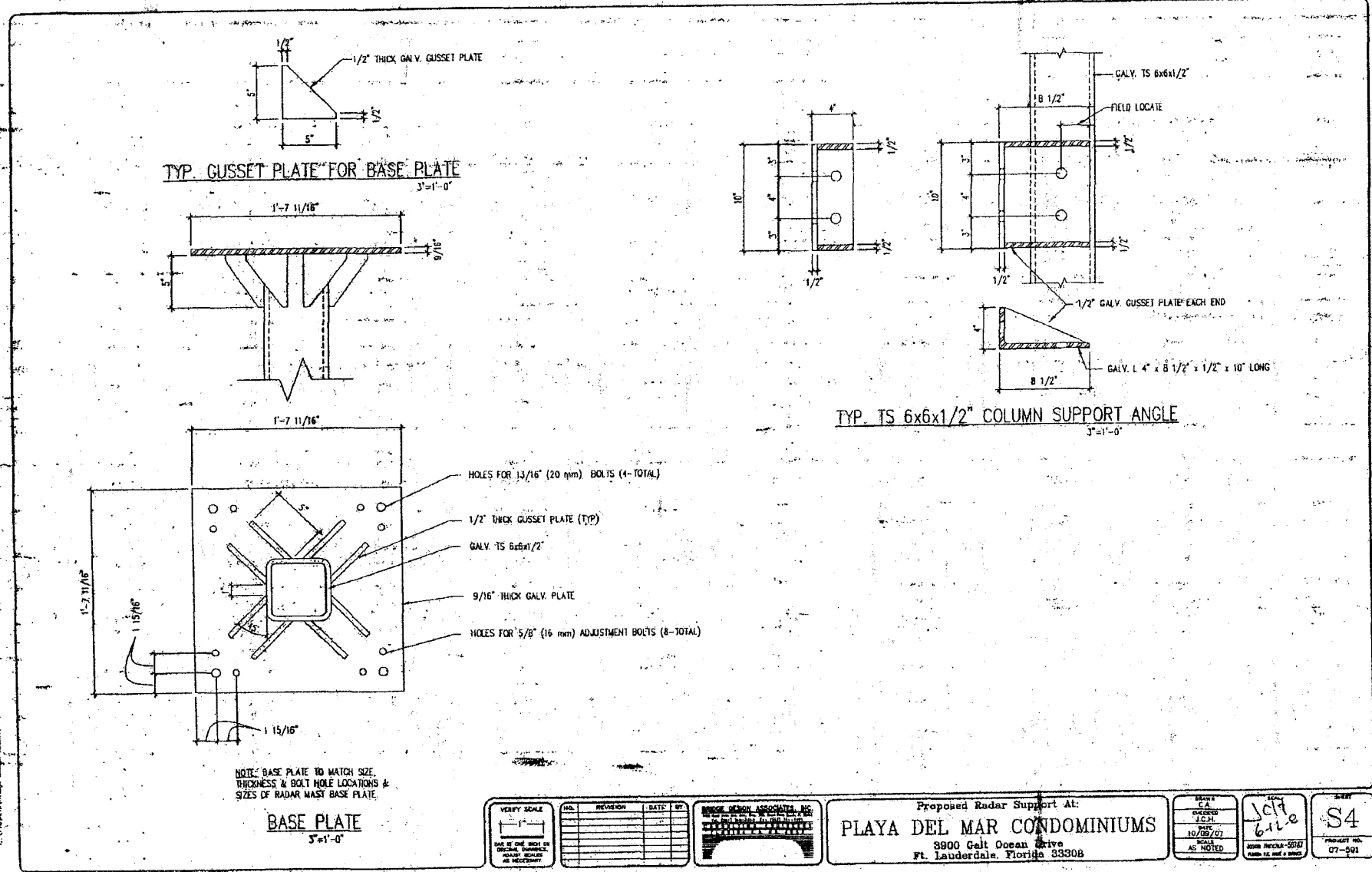
Proposed Radar Support At:
PLAYA DEL MAR CONDOMINIUMS
 3900 Galt Ocean Drive
 Ft. Lauderdale, Florida 33308

DESIGNED P.A.
CHECKED J.C.H.
DATE 10/05/97
SCALE AS NOTED

DATE
10/5/97

PROJECT NO.
07-591

FLOOR PLAN



NO.	REVISION	DATE	BY

BRUCE MENON ASSOCIATES, INC.
 3900 GALT OCEAN DRIVE
 FT. LAUDERDALE, FLORIDA 33308
 PHONE: (305) 464-5557
 FAX: (305) 464-5558

Proposed Radar Support At:
PLAYA DEL MAR CONDOMINIUMS
 3900 Galt Ocean Drive
 Ft. Lauderdale, Florida 33308

REVISION
 C.A.
 CHECKED
 T.C.H.
 DATE
 10/09/02
 SCALE
 AS NOTED

DATE
 10/09/02
 SCALE
 AS NOTED

PROJECT NO.
 07-591

NOTE: BASE PLATE TO MATCH SIZE, THICKNESS & BOLT HOLE LOCATIONS & SIZES OF RADAR MAST BASE PLATE.

BASE PLATE
 3"=1'-0"

EXHIBIT "C"

FREQUENCY LIST

Equipment Description	Frequency	Power	Location	Height
Pla Del Mar, Ft. Lauderdale				
Transceiver, TERMA model 2001	Classified	25 KW	Antenna mast top	324
Transceiver, Microwave Motorola TPT600	5.8 Ghz spread s	00.20 watts	2' below antenna mast top	322

EXHIBIT "D"

DISCLOSURE OF BENEFICIAL INTEREST

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared,
Frederick Nesbitt, hereinafter referred to as "Affiant", who being by me first duly
sworn, under oath, deposes and states as follows:

1. Affiant is the President of Playa Del Mar Association, Inc., a Florida non-
profit corporation (the "Owner") which entity governs and controls the common areas of
the condominium building described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 3900 Galt Ocean Dr # 2115
Ft. Lauderdale, FL 33308

3. Attached hereto as Exhibit "B" is a complete listing of the names and
addresses of every person or entity having a five Percent (5%) or greater beneficial
interest in the Property and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida
Statutes 286.23, and will be relied upon by Palm Beach County in its lease of a space on
the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and
complete.

FURTHER AFFIANT SAYETH NAUGHT.

Frederick Nesbitt, Affiant
Print Name FREDERICK H NESBITT

The foregoing instrument was acknowledged before me this 9 day of July
2008, by Frederick Nesbitt
 who is personally known to me or [] who has produced
as identification and who did take an oath.

Rocio Bowers

Notary Public

Rocio Bowers
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 4/17/2010

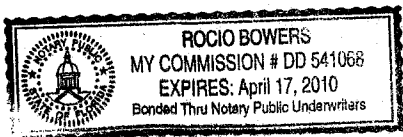


EXHIBIT "A"

PROPERTY

PLAYA DEL MAR CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 6163 at Page 807, of the Public Records of Broward County, Florida, together with all of the appurtenances thereto according to said Declaration.

USE AGREEMENT

THIS USE AGREEMENT (the "Agreement"), made and entered into by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("COUNTY") and **RIC L. BRADSHAW, SHERIFF**, in his official capacity as the Sheriff of Palm Beach County, Florida, a State constitutional officer ("SHERIFF").

WITNESSETH:

WHEREAS, COUNTY and PLAYA DEL MAR ASSOCIATION, INC., a Florida non-profit corporation ("PLAYA DEL MAR"), are entering into an agreement of even date herewith (the "Playa Del Mar Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit "A", for COUNTY's installation of communication equipment upon the rooftop of the Building as defined in the Playa Del Mar Agreement; and

WHEREAS, COUNTY agreed to enter into the Playa Del Mar Agreement to provide for the installation of communication equipment on SHERIFF's behalf; and

WHEREAS, under the terms of the Playa Del Mar Agreement, COUNTY agreed to pay PLAYA DEL MAR Annual Gross Rent in exchange for COUNTY's use of the rooftop of the Building; and

WHEREAS, SHERIFF agrees to pay COUNTY for COUNTY's payment of Annual Gross Rent caused by the installation of SHERIFF's communication equipment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. SHERIFF acknowledges that COUNTY's Annual Gross Rent shall initially be Five Thousand Dollars (\$5,000.00), and that the Annual Gross Rent shall be adjusted annually for the cost of living pursuant to Section 2.02 of the Playa Del Mar Agreement.
3. SHERIFF agrees to pay COUNTY the amount of Annual Gross Rent due on the Rental Commencement Date as set forth in Section 2.01 of the Playa Del Mar Agreement. The Director of Property & Real Estate Management shall provide SHERIFF with an invoice for the amount due, which amount shall be promptly authorized for payment through internal payment procedures.
4. Effective on the first anniversary of the Rental Commencement Date, and on each subsequent anniversary thereof, SHERIFF agrees to pay COUNTY the Annual Gross Rent, as adjusted pursuant to Section 2.02 of the Playa Del Mar Agreement, in full after receipt of an invoice from the Director of Property & Real Estate Management notifying SHERIFF of the amount due, which amount shall be promptly authorized for payment through internal payment procedures.
5. The parties acknowledge that the SHERIFF is funding the Annual Gross Rent payments and installation of SHERIFF's communication equipment using

grant funds. In the event that the grant funding is discontinued, SHERIFF agrees that he will fund all expenditures due COUNTY under this Agreement out of SHERIFF's operating budget. In the event SHERIFF does not fund said expenditures, COUNTY shall terminate the Playa Del Mar Agreement.

6. SHERIFF shall be responsible for the maintenance, repair, and/or replacement, and insurance of SHERIFF's communication equipment, and for all costs associated with the maintenance, repair, and/or replacement, and insurance of SHERIFF's communication equipment.

7. SHERIFF agrees to install only the equipment listed and/or shown in Exhibits "A" and "B" to the Playa Del Mar Agreement. SHERIFF agrees to utilize only the frequencies assigned to it in Exhibit "C" to the Playa Del Mar Agreement.

8. SHERIFF acknowledges that its use of the Building is subject to COUNTY's agreement with PLAYA DEL MAR, and agrees that it shall not take any action that would place COUNTY in violation of the terms of the Playa Del Mar Agreement. SHERIFF further agrees that any such action will be grounds for immediate termination by COUNTY of this Agreement and the Playa Del Mar Agreement and all rights granted to SHERIFF thereunder. SHERIFF agrees to cure any default if so required.

9. This Agreement shall remain in effect from the Agreement Effective Date until the termination or expiration of the Playa Del Mar Agreement.

10. This Agreement shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners ("Agreement Effective Date").

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

PALM BEACH COUNTY,
a political subdivision of the State of Florida

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: *R. Audrey Wolf*
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

RIC L. BRADSHAW, SHERIFF, in
his capacity as the Sheriff of Palm Beach
County, Florida, a State constitutional
office

Shannon McWilliams By: *Col. Michael G. Gagner OIC*
Ric L. Bradshaw, Sheriff
For SHERIFF BRADSHAW

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *[Signature]*
Ass't Legal Advisor, PBC Sheriff's Office

G:\Property Mgmt Section\Out Lease\PBSO Playa Del Mar Antenna\MOU.001.doc

EXHIBIT "A"

Playa Del Mar Agreement

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2008, by and between the Playa Del Mar Association, Inc., a Florida not-for-profit corporation, hereinafter referred to as "LESSOR" and Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, LESSOR is the Condominium Association which governs and controls the common areas of the condominium known as the Playa Del Mar Condominium, located at 3900 Galt Ocean Drive, Ft. Lauderdale, Florida (the "Condominium"); and

WHEREAS, COUNTY has a need to place communication equipment on a building in Broward County on behalf of the Palm Beach County Sheriff's Office; and

WHEREAS, LESSOR has space available on the rooftop of the Condominium building (the "Building") for installation of COUNTY's communication equipment; and

WHEREAS, LESSOR is willing to lease such space to COUNTY for the use set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE I
TERM OF AGREEMENT

Section 1.01 Length of Term and Commencement Date.

The term of this Agreement shall commence upon the execution hereof by COUNTY and shall extend for a period of five (5) years thereafter, unless earlier terminated pursuant to the provisions of this Agreement (the "Term").

Section 1.02 Termination of Agreement.

COUNTY shall have the right to terminate this Agreement subject to the conditions set forth below in the event:

- a. COUNTY, after diligent effort, fails to receive, obtain, and/or maintain any consent, permit or approval of any governmental entity necessary for COUNTY to operate its business and/or to construct and use its Communication Equipment as hereinafter defined, as contemplated herein; or
- b. COUNTY no longer desires, as determined in its sole discretion, to use or occupy the rooftop of the Building for operation of its Communication Equipment.

COUNTY shall advise LESSOR of its intent to terminate this Agreement by giving LESSOR ninety (90) days written notice of termination, setting forth the effective date of such termination. Thereafter, COUNTY shall remove all its Communication Equipment and appurtenances installed upon and/or within the Building, shall repair any damage occasioned thereby and shall restore the areas occupied by COUNTY's Communication Equipment to the condition same were in upon execution of this Agreement, normal wear and tear excepted. Upon completion of the foregoing work, the Agreement shall terminate and the parties shall be released of all further liability arising hereunder, with the exception only of any then existing defaults or matters in existence at the time of such termination which would constitute a default with the passage of time and the giving of any required notice.

ARTICLE II RENT

Section 2.01 Annual Gross Rent.

COUNTY shall pay LESSOR an annual Gross Rent of Five Thousand Dollars (\$5,000). The annual Gross Rent shall be payable commencing on the first day of the month following the date upon which the COUNTY has obtained all necessary governmental approvals and permits for the installation and operation of the COUNTY's Communication Equipment, but not later than nine (9) months following the execution of this Agreement by COUNTY (the "Rental Commencement Date") and on each anniversary thereof during the Term of this Agreement.

Section 2.02 Cost of Living Adjustment to Annual Gross Rent.

Commencing one (1) year from the Rental Commencement Date, and on each subsequent anniversary thereof (the "Adjustment Date"), the annual Gross Rent shall be adjusted as hereinafter set forth in accordance with any increase in the Consumer Price Index for all Urban Consumers, All Items, U.S. City average (1982-1984=100) (hereinafter "CPI") issued by the Bureau of Statistics of the U.S. Department of Labor. On each Adjustment Date, the annual Gross Rent payable for the immediately preceding one (1) year period shall be adjusted by multiplying the then current annual Gross Rent by a fraction, the numerator of which shall be the CPI value for the month three (3) months preceding the applicable Adjustment Date, and the denominator of which shall be the CPI value for the month three (3) months preceding the month in which the Rental Commencement Date occurs. The annual Gross Rent, as adjusted, shall be the annual Gross Rent (adjusted as called for herein) or an increase of five (5%), whichever is greater. In the event that during the Term of this Agreement the CPI ceases to be published, or if a substantial change is made in the method of establishing or computing the CPI, then the determination of the adjustment in the annual Gross Rent shall be made with the use of such conversion factor, formula or tables as may be published by the Bureau of Labor Statistics, or if none is available, by any other nationally recognized publisher of similar information chosen by the COUNTY.

Section 2.03 Assessments and Property Taxes.

During the Term of this Agreement, COUNTY shall pay before delinquency all personal property taxes and assessments levied by any governmental authority on the Communication Equipment and on any Alterations constructed by COUNTY.

ARTICLE III
INSTALLATION OF COMMUNICATION EQUIPMENT

Section 3.01 County's Work.

COUNTY shall have the right to install in/on the east elevator penthouse and equipment room necessary classified electronic equipment, air conditioner, microwave dishes, antennas and appurtenances as described in Exhibit "A" attached hereto and made a part hereof (hereinafter collectively referred to as "Communication Equipment"). Said Communication Equipment shall be installed in the locations indicated on the Floor Plan, attached hereto and made a part hereof, as Exhibit "B". COUNTY shall prepare detailed plan and specifications for the installation of said Communication Equipment and shall submit same to LESSOR for its approval prior to commencing installation thereof, which approval shall not be unreasonably withheld.

Section 3.02 Alterations.

COUNTY shall not install any additional antennas or equipment upon the Building, nor construct any additional improvements not specifically identified in Exhibit "A" to this Agreement without LESSOR's prior written consent, which consent will not be unreasonably withheld. In the event either party hereto proposes to conduct any installation, alteration, improvement, or modification of the buildings, structures or equipment on the rooftop of the Building (hereinafter collectively referred to as "Alterations"), the party proposing to conduct said Alterations shall submit to the other party detailed plans and specifications for the proposed Alterations for the other party's prior review and written approval, which approval shall not be unreasonably withheld.

Section 3.03 Construction Liens.

In compliance with Florida Statutes 713.10 COUNTY covenants and agrees that nothing contained in this Agreement shall be construed as a consent on the part of the LESSOR to subject the estate of the LESSOR to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the LESSOR's estate shall not be subject to such liability. COUNTY shall notify any and all contractors and subcontractors employed by or on behalf of COUNTY of this provision of this Agreement.

In the event any construction lien is filed against the estate of LESSOR as a result of any work performed by or on behalf of COUNTY, COUNTY shall bond or transfer said lien to security within fifteen (15) days of notice from LESSOR of the existence of said lien.

Section 3.04 General Provisions

Any and all equipment and appurtenances thereto placed on the rooftop of the Building or within the equipment buildings on the rooftop of the Building by the COUNTY or any Alterations to such equipment located on or about the rooftop of the Building by COUNTY shall be purchased, insured, installed and maintained by COUNTY, at COUNTY's own cost and expense. COUNTY shall obtain at its sole cost and expense all governmental permits and approvals required for such installation and maintenance prior to commencing such work. All work done by COUNTY in connection with the performance of COUNTY's Work and any repairs, maintenance and other work

to be performed by COUNTY pursuant to this Agreement shall be done only by duly licensed contractors or subcontractors specializing in such work, and shall be performed in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with governmental permits and approved plans and specifications.

ARTICLE IV **USE OF ROOFTOP SPACE**

Section 4.01 Use.

COUNTY shall have the right to access, use and operate its Communication Equipment on a 24-hour basis during the entire Term of this Agreement. The frequencies to be utilized by COUNTY are set forth in Exhibit "C", attached hereto and made a part hereof. LESSOR reserves the right to allow third parties access to the space for maintenance purposes.

Section 4.02 Interference.

Exhibit "C" is a list of the frequencies to be utilized by the COUNTY in the operation of its Communication Equipment. COUNTY shall be solely responsible for the selection and use of the designated frequencies. The parties mutually agree not to cause or allow any interference with the other party's communication facilities or equipment or any party's permitted use of the rooftop of the Building. No party shall modify, or permit the modification of, any antenna or associated combiner, multicoupler, cross band couplers or other components of the other party's receive and transmit antenna systems, which should in any way reduce the "Effective Radiated Power" or "Coverage" of the other party's radio communications system. A party will be deemed the "Interfering Party" if it introduces any activity or change, modifications or addition to its communications facilities, equipment or its use of the rooftop of the Building that interferes with another party's existing communication facilities or equipment or any other party's then currently authorized use thereof. The Interfering Party upon receipt of written notice from any other party using the Building for operation of communications equipment will take all steps necessary at its sole cost to correct and eliminate such interference and to cause its equipment to operate within its assigned frequencies.

The Interfering Party's failure to take immediate action to terminate any such interference shall constitute a default under this Agreement. Any of the foregoing actions by a third party leasing space on the rooftop of the Building from LESSOR shall constitute a default by LESSOR hereunder. Prior to installation of any equipment on the rooftop of the Building utilizing a frequency other than identified in Exhibit "C", the party proposing said installation shall obtain at its sole cost and expense an intermodulation study performed by a licensed engineer to determine the compatibility of equipment to be installed with the systems then existing on the rooftop of the Building. Copies of said intermodulation studies shall be provided to all parties then maintaining the equipment of the rooftop of the Building prior to installation of the equipment. In the event said intermodulation study indicates that said equipment will interfere or is likely to interfere with any of the equipment identified in Exhibits "A" and "B" and/or the frequencies identified in Exhibit "C", then said party shall not proceed with said installation.

Section 4.03 Governmental Regulations.

The parties hereto shall each comply with all ordinances, laws, statutes and regulations of all county, municipal, state, federal and other applicable governmental

authorities, now in force, or which may hereafter be in force, pertaining to their use of the rooftop of the Building or the Condominium generally.

ARTICLE V
REPAIRS AND MAINTENANCE

Section 5.01 Building.

LESSOR shall maintain the Building in good repair and condition at all times during the Term of this Agreement, at LESSOR's sole cost and expense. Notwithstanding the foregoing, any and all damages to the Building caused by COUNTY shall be repaired by COUNTY at its sole cost and expense.

Section 5.02 County's Equipment and Personal Property.

COUNTY shall, at its sole cost and expense, maintain its Communication Equipment and appurtenances located on or about the rooftop of the Building in good repair and condition throughout the term of this Agreement.

ARTICLE VI
INSURANCE

Section 6.01 Liability Insurance.

COUNTY shall, during the entire Term hereof, provide LESSOR with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of \$100,000 per person and \$200,000 per incident or occurrence. In the event the Legislature should change the COUNTY's exposure by Statute above or below the sums insured against, COUNTY shall provide insurance to the extent of that exposure.

Section 6.02 Personal Property.

COUNTY's Communication Equipment and personal property placed or located on the rooftop of the Building shall be kept there at the sole risk of COUNTY. Notwithstanding the foregoing, LESSOR shall take all reasonable measures to restrict access to the rooftop of the Building and to prohibit unauthorized access to County's Communication Equipment.

ARTICLE VII
DAMAGE OR DESTRUCTION OF
THE BUILDING

Section 7.01 Damage or Destruction by Fire, War or Act of God.

In the event the Building shall be destroyed, damaged or injured by fire, windstorm or other casualty during the term of this Agreement, LESSOR shall restore same to the pre-incident condition. In the event that such casualty causes damage to the Building or the Building's systems such that COUNTY is unable to access or operate its Communication Equipment, LESSOR shall take such measures as may be reasonably required to assist COUNTY in restoring its Communications Equipment to an operational condition. In the event that it is determined that the damaged areas of the Building shall not be restored, LESSOR shall immediately thereafter provide COUNTY with written notice of said determination whereupon COUNTY shall have the right, at its option, to terminate this Agreement. During any period of time in which such casualty prevents COUNTY from operating its Communication Equipment, the annual Gross Rent shall abate until COUNTY is able to restore its equipment to an operational condition.

ARTICLE VIII
UTILITIES

LESSOR shall provide electrical service to the rooftop of the Building at LESSOR's sole cost and expense. LESSOR shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges or assessments for electricity used or consumed by COUNTY. LESSOR shall not be liable for an interruption or failure in the supply of such service to the rooftop of the Building resulting from a failure of the utility company to provide service to the rooftop of the Building.

ARTICLE IX
DEFAULT

Section 9.01 Default.

In the event either party hereto shall fail to perform or observe any of the terms, covenants or conditions of this Agreement on said party's part to be performed, the same shall constitute a default hereunder.

In the event said default has not been fully and completely cured within thirty (30) days of written notice of said default by the non-defaulting party, or in the event such default is not reasonably capable of being cured within a thirty (30) day period, or in the event the defaulting party does not immediately upon receipt of notice of such default commence to cure same and thereafter proceed with all due diligence to complete the cure of such default within a reasonable period of time under the circumstances, the non-defaulting party shall have right to seek all remedies available at law or in equity for such default, including the right of specific performance.

Section 9.02 Waiver, Accord and Satisfaction.

The waiver by either party of any default by the other party of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same of any other term, condition or covenant herein contained. The written consent or approval by LESSOR to or of any act by COUNTY requiring LESSOR's consent or approval shall not be deemed to waive or render unnecessary LESSOR's consent to or approval of any subsequent similar act by COUNTY.

ARTICLE X
ACCESS

COUNTY shall have the right to enter upon the Condominium at all times in order to gain access to its Communication Equipment. LESSOR shall provide COUNTY with 24-hour access to the rooftop of the Building and to County's Communication Equipment.

ARTICLE XI
ANNUAL BUDGETARY FUNDING

This Agreement and all obligations of COUNTY hereunder are subject to and contingent upon annual funding by Federal grant. Notwithstanding anything in this Agreement to the contrary, COUNTY shall have the right to cancel this Agreement for

any reason upon ninety (90) days prior written notice to LESSOR, whereupon the parties shall be relieved of all further obligation hereunder.

ARTICLE XII CONDEMNATION

If all or part of the Condominium shall be taken or condemned for public or quasi-public use and as a result the COUNTY's ability to access and/or operate its Communication Equipment is prohibited or materially restricted, either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. Any such termination shall be effective as of the date title is vested in the condemning authority. Upon the effective date of such termination, the parties shall be relieved of all further obligations arising subsequent to the date of termination, with the exception only of any then existing defaults, or matters in existence at the time of such termination which would constitute a default with the passage of time and the giving of any required notice.

ARTICLE XIII MISCELLANEOUS PROVISIONS

Section 13.01 Non-Discrimination

LESSOR shall assure and certify that it will comply with Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R-92-13 and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation or disability.

Section 13.02 Public Entity Crimes.

As provided in Florida Statutes 287.132-133, LESSOR hereby certifies that, to its knowledge, LESSOR, its affiliates, agents, contractors, employees or suppliers who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Commencement Date of the Term of this Agreement. This certification is required pursuant to Florida Statute 287.133(3)(a).

Section 13.03 Entire Agreement.

This Agreement and any Exhibits attached hereto constitute all agreements, conditions and understandings between COUNTY and LESSOR concerning the Building. All representations, either oral or written shall be deemed to be merged into this Agreement. No alteration, modification, waiver, change or addition to this Agreement shall be binding upon COUNTY or LESSOR unless reduced to writing and signed by them.

Section 13.04 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted

before 5PM on a business day and on the next business day if transmitted after 5pm or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designed the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to LESSOR at:

Playa Del Mar Association Board of Directors
c/o Property Manager
3900 Galt Ocean Drive,
Ft. Lauderdale, FL. 33308
Fax:

(b) If to the COUNTY at:

Palm Beach County
Property & Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Fax: (561) 233-0210

With a copy to:

Palm Beach County Sheriff's Office
Attn: Radio Division Manager
3228 Gun Club Road
West Palm Beach, FL 33406
Fax:

And

Palm Beach County Attorney's Office
Attn: Real Estate
301 North Olive Avenue
Suite 601
West Palm Beach, FL 33401
Fax: (561) 355-4398

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

Section 13.05 Severability.

If any term of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid and enforceable shall not be affected thereby, and each term of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.

Section 13.06 Captions.

The captions in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Agreement or any of its provisions.

Section 13.07 Recording.

COUNTY shall not record this Agreement, or any memorandum or short form thereof, without the written consent and joinder of LESSOR.

Section 13.08 Waiver of Jury Trial.

The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

Section 13.09 Governing Law.

This Agreement shall be governed by, constructed and enforced in accordance with the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

Section 13.10 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

Section 13.11 Benefit and Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

Section 13.12 Disclosure of Beneficial Interest.

LESSOR represents that simultaneously with LESSOR's execution of this Agreement, LESSOR has executed and delivered to COUNTY, the Landlord's Disclosure of Beneficial Interests attached hereto as Exhibit "D", attached hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Condominium as required by Section 286.23 of the Florida Statutes unless LESSOR is exempt under the statute. LESSOR warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Condominium after the date of execution of the Disclosure until the Effective Date of the Agreement, LESSOR shall immediately, and in every instance, provide written notification of such change to the COUNTY pursuant to Section 13.04 of this Agreement.

Section 13.13 Quiet Enjoyment.

Upon the observance and performance of all the covenants, terms, and conditions on COUNTY's part to be observed and performed, COUNTY shall peaceably and quietly hold and enjoy the rooftop of the Building for the Term hereby demised and any extensions thereof without hindrance or interruption by LESSOR or any other person or persons lawfully or equitably claiming by, through, or under the LESSOR, subject, nevertheless, to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, COUNTY and LESSOR have executed this Agreement, or have caused the same to be executed by their duly-authorized representatives as of the day and year first above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: _____
Audrey Wolf, Director
Facilities Development & Operations

(SEAL)

PLAYA DEL MAR ASSOCIATION, INC.
a Florida not-for-profit Corporation

By: _____
Print Name:

Witness Signature

Print Name

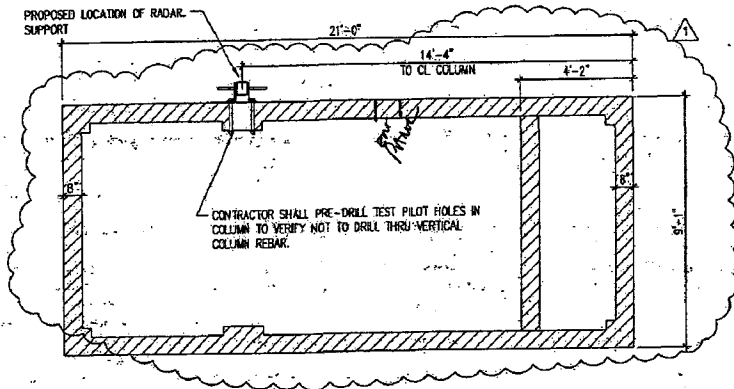
Witness Signature

Print Name

EXHIBIT "A"

COMMUNICATION EQUIPMENT

Equipment Description	Frequency	Power	Location	Height
Pla Del Mar, Ft. Lauderdale				
Transceiver, TERMA model 2001	Classified	25 KW	Antenna mast top	324
Transceiver, Microwave Motorola TPT600	5.8 Ghz spread s	00.20 watts	2' below antenna mast top	322



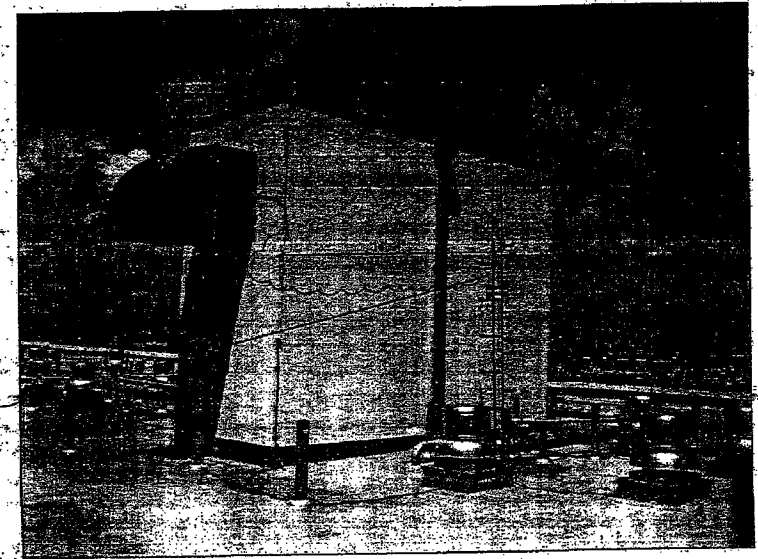
PLAN VIEW OF EAST PENTHOUSE

SCALE: N.T.S.



WIND LOAD CRITERIA:
 ASCE 7-02
 IMPORTANCE FACTOR = 1.15
 EXR = .C
 G = 0.85
 Kd = 0.85
 VEL = 180 MPH
 BLDG HT. = 299'
 Kt = 1.56
 Ct = 1.63
 P = 178 PSF

PROPOSED LOCATION OF RADAR SUPPORT



EAST PENTHOUSE EAST ELEVATION

SCALE: N.T.S.

GRAPH SCALE

THIS IS ONE INCH ON DRAWING EQUALS 10 FEET ON GROUND. ALWAYS CHECK FOR ACCURACY.

NO.	REVISION	DATE	BY	CHKD.

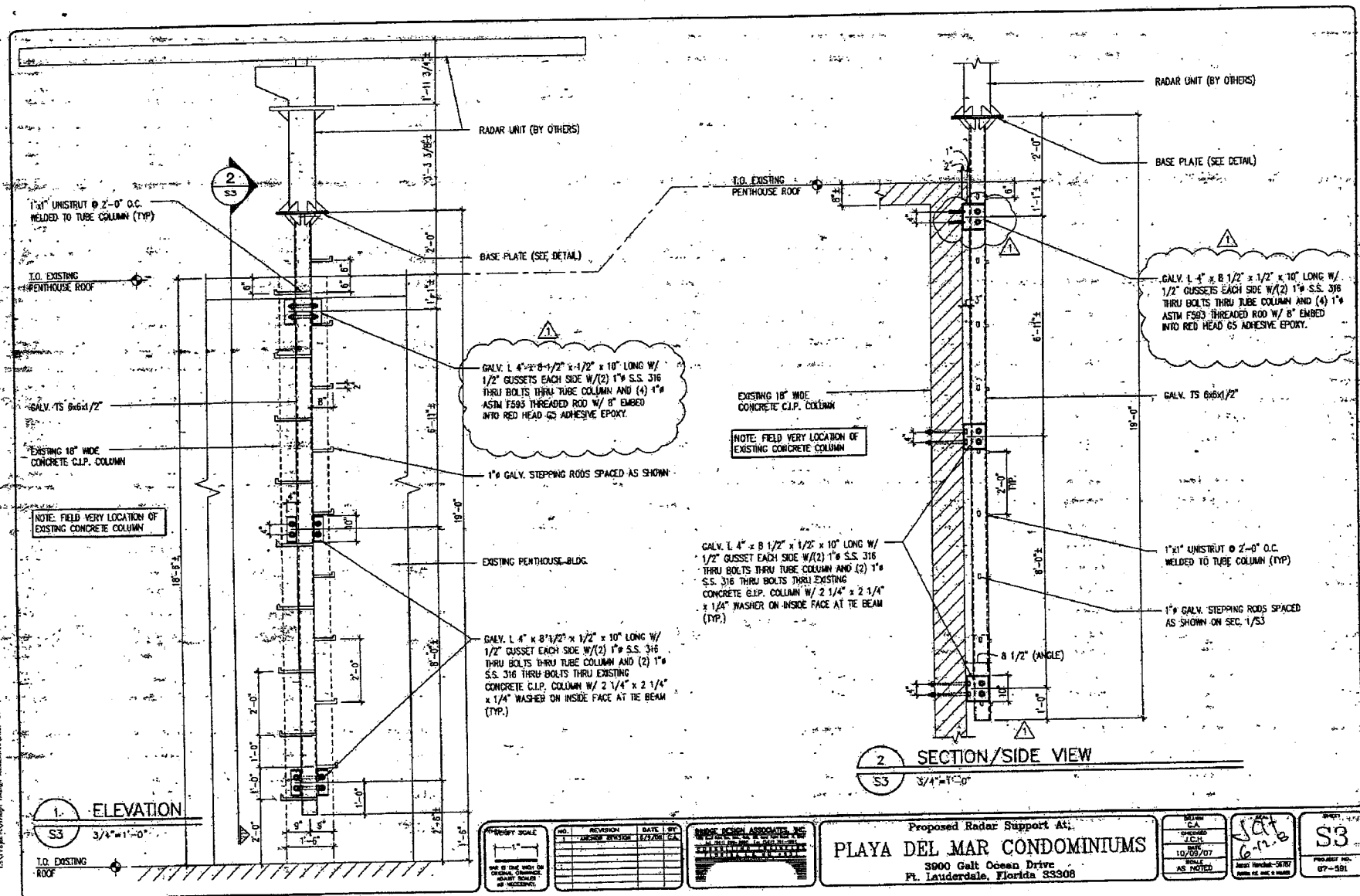
BRIDGE DESIGN ASSOCIATES, INC.
 1101 N. W. 11th St., Suite 200
 Ft. Lauderdale, Florida 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112

Proposed Radar Support At:
PLAYA DEL MAR CONDOMINIUMS
 8900 Galt Ocean Drive
 Ft. Lauderdale, Florida 33308

DESIGNED BY C.A.
CHECKED BY J.E.N.
DATE 10/25/07
SCALE AS NOTED

Left to the

S2
PROJECT NO. 07-581



NO.	REVISION	DATE	BY

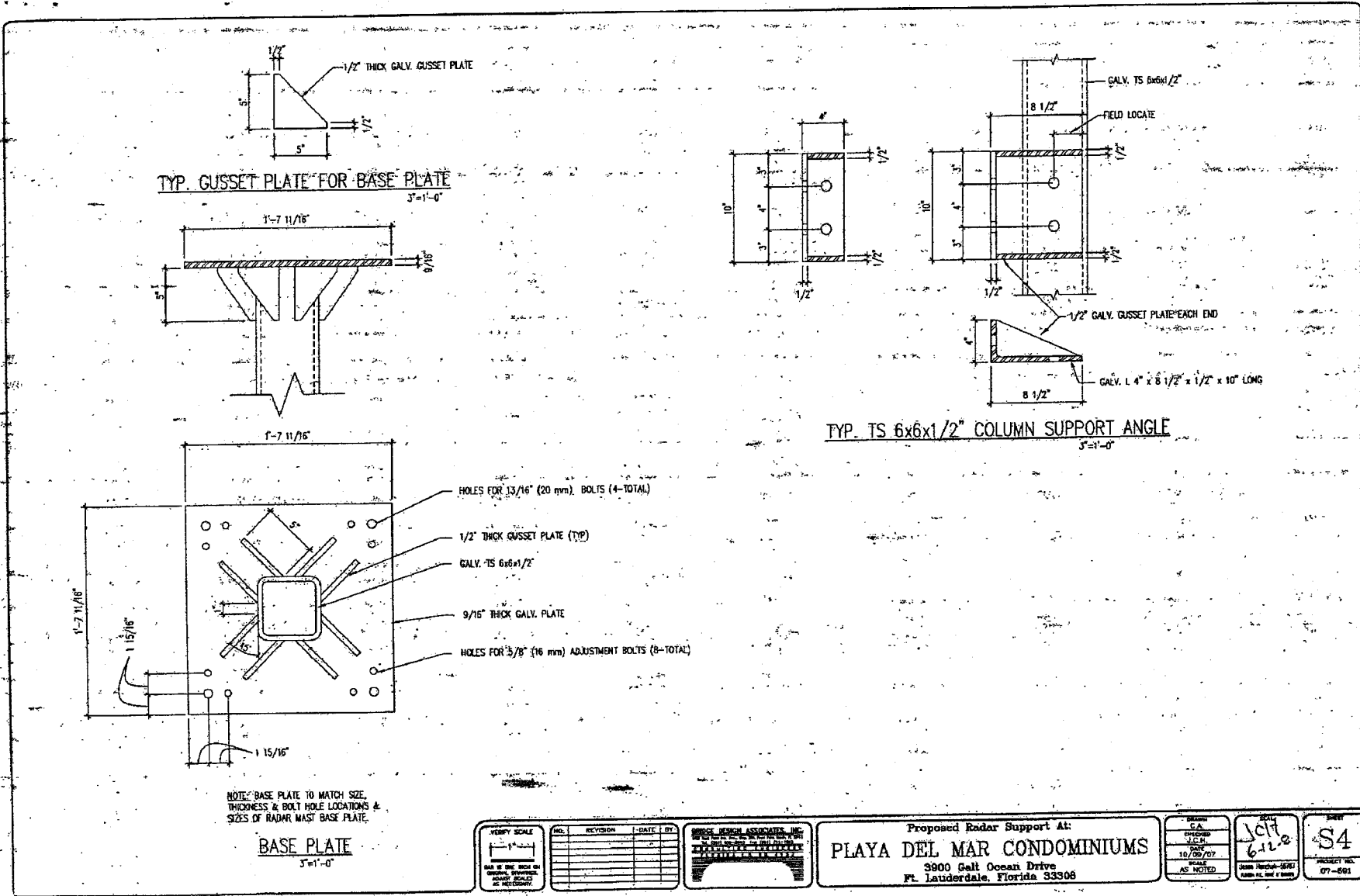
SHORE DESIGN ASSOCIATES, INC.
 3900 GALT OCEAN DRIVE
 FLAUDAERDALE, FLORIDA 33308
 (954) 344-1111

Proposed Radar Support At:
PLAYA DEL MAR CONDOMINIUMS
 3900 Galt Ocean Drive
 Ft. Lauderdale, Florida 33308

10/05/07
 J. Galt
 AS NOTED

S3
 PROJECT NO. 07-581

FLOOR PLAN



VERIFY SCALE
1" = 1'-0"
S&B W/ THE WORK ON
GENERAL CONTRACT
ADJUST SCALES
AS NECESSARY

NO.	REVISION	DATE	BY

BRUCE BENSON ASSOCIATES, INC.
1800 S. W. 10th St., Suite 300
Fort Lauderdale, FL 33315
TEL: (954) 577-1100
FAX: (954) 577-1101

Proposed Radar Support At:
PLAYA DEL MAR CONDOMINIUMS
3900 Galt Ocean Drive
Ft. Lauderdale, Florida 33308

DESIGN
C.A.
CHECKED
S.L.C.M.
DATE
10/26/07
SCALE
AS NOTED

DATE
10/26/07
DRAWN
JCH
6/12/07

SHEET NO.
S4
PROJECT NO.
07-661

EXHIBIT "C"

FREQUENCY LIST

Equipment Description	Frequency	Power	Location	Height
Pla Del Mar, Ft. Lauderdale				
Transceiver, TERMA model 2001	Classified	25 KW	Antenna mast top	324
Transceiver, Microwave Motorola TPT600	5.8 Ghz spread s	00.20 watts	2' below antenna mast top	322

EXHIBIT "D"

DISCLOSURE OF BENEFICIAL INTEREST

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared,
_____, hereinafter referred to as "Affiant", who being by me first duly
sworn, under oath, deposes and states as follows:

1. Affiant is the President of Playa Del Mar Association, Inc., a Florida non-
profit corporation (the "Owner") which entity governs and controls the common areas of
the condominium building described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: _____

3. Attached hereto as Exhibit "B" is a complete listing of the names and
addresses of every person or entity having a five Percent (5%) or greater beneficial
interest in the Property and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida
Statutes 286.23, and will be relied upon by Palm Beach County in its lease of a space on
the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and
complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
Print Name

The foregoing instrument was acknowledged before me this _____ day of _____
_____, 200_, by _____
[] who is personally known to me or [] who has produced _____
as identification and who did take an oath.

Notary Public

(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: _____

EXHIBIT "A"

PROPERTY

PLAYA DEL MAR CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 6163 at Page 807, of the Public Records of Broward County, Florida, together with all of the appurtenances thereto according to said Declaration.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 07/11/2008

REQUESTED BY: Martha LaVerghetta, Property Specialist, PREM

SENT TO: Ray Carlson, Division Manager, Radio Services, PBSO

PROJECT NAME: Lease Agreement between Playa Del Mar Association and PBC on behalf of PBSO for the placement of a radar antenna on the Playa Del Mar Condominium rooftop.

IS ITEM INCLUDED IN CURRENT BUDGET: YES NO

BUDGET ACCOUNT NO:

FUND: 0001 DEPT: 164 UNIT: 1604 OBJ: 4410 PROGRAM: _____

FIVE YEAR SUMMARY OF FISCAL IMPACT

FISCAL YEARS	2008	2009	2010	2011	2012
CAPITAL EXPENDITURES	_____	_____	_____	_____	_____
OPERATING COSTS (rent)	<u>\$417.00</u>	<u>\$5,021.00</u>	<u>\$5,272.00</u>	<u>\$5,536.00</u>	<u>\$5,813.00</u>
EXTERNAL REVENUE	_____	_____	_____	_____	_____
PROGRAM INCOME (COUNTY)	_____	_____	_____	_____	_____
IN KIND MATCH (COUNTY)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$417.00</u>	<u>\$5,021.00</u>	<u>\$5,272.00</u>	<u>\$5,536.00</u>	<u>\$5,813.00</u>

*Fiscal Impact has been calculated using an estimated amount of 5% for CPI.

*Figures based upon Rent Commencement in September 2008.

PROPOSED BCC MEETING DATE: August 19, 2008

BAS APPROVED BY: [Signature] 1573 DATE: 7-16-08

ATTACHMENT # 4

EXHIBIT "D"

DISCLOSURE OF BENEFICIAL INTEREST

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared,
Frederick Nesbitt, hereinafter referred to as "Affiant", who being by me first duly
sworn, under oath, deposes and states as follows:

1. Affiant is the President of Playa Del Mar Association, Inc., a Florida non-
profit corporation (the "Owner") which entity governs and controls the common areas of
the condominium building described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 3900 Galt Ocean Dr # 2115
Ft. Lauderdale, FL 33308

3. Attached hereto as Exhibit "B" is a complete listing of the names and
addresses of every person or entity having a five Percent (5%) or greater beneficial
interest in the Property and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida
Statutes 286.23, and will be relied upon by Palm Beach County in its lease of a space on
the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.

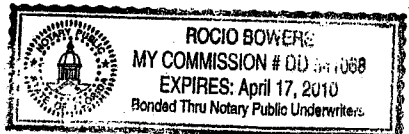
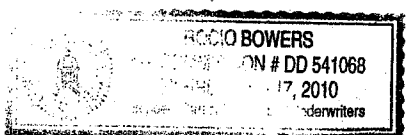
6. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and
complete.

FURTHER AFFLIANT SAYETH NAUGHT.

Frederick Nesbitt, Affiant
Print Name FREDERICK A NESBITT

The foregoing instrument was acknowledged before me this 9 day of July
2008 by Frederick Nesbitt
 who is personally known to me or [] who has produced
as identification and who did take an oath.

Rocio Bowers
Notary Public
Rocio Bowers
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 4/17/2010

ATTACHMENT # 5

EXHIBIT "A"

PROPERTY

PLAYA DEL MAR CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 6163 at Page 807, of the Public Records of Broward County, Florida, together with all of the appurtenances thereto according to said Declaration.

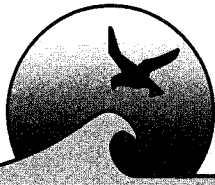
EXHIBIT "B"

SCHEDULE TO BENEFICIAL
INTERESTS IN PROPERTY

Landlord is only required to identify five percent (5%) or greater beneficial interest holders of title to the Property. If none, so state. Landlord must identify individual owners.

NAME ADDRESS PERCENTAGE
OF INTEREST

Not applicable.
None of the owners owns more
than 5%.

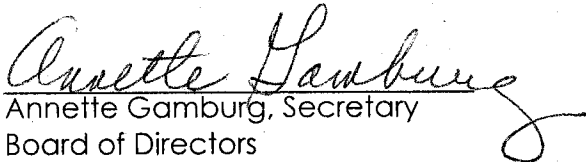


Playa del Mar

July 25, 2008

To Whom It May Concern:

The undersigned, the duly authorized Secretary of the Playa Del Mar Association, Inc., a Florida not-for-profit corporation, does hereby certify that Frederick Nesbitt, Treasurer, is authorized to execute on behalf of the Playa Del Mar Association, Inc. that certain Agreement between Palm Beach County and the Playa Del Mar Association, Inc. to use the property located at 3900 Galt Ocean Drive, Fort Lauderdale, Florida for the operation of communication equipment upon the rooftop of the building.


Annette Gamburg, Secretary
Board of Directors

3900 Galt Ocean Drive / Fort Lauderdale, Florida 33308 / (954) 561-0990
