

Cell Site Number: OR-63
State: Florida
County: Orange

**LICENSE AGREEMENT
FOR PCS/CELLULAR WIRELESS COMMUNICATION ANTENNA
AT THE LIBRARY PARKING GARAGE**

THIS LICENSE AGREEMENT is entered into this 28th day of February, 2000, by and between the **City of Orlando, Florida**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 (CITY), and AT&T Wireless Services of Florida, Inc., a Florida, corporation, whose business address is 2400 Maitland Center Parkway, Suite 110, Maitland, Florida 32751 (LICENSEE).

WHEREAS, the CITY is the owner of certain improvements and facilities commonly referred to as the Library Parking Garage, located at 111 East Central Boulevard, Orlando, Florida 32801 (Garage); and

WHEREAS, the LICENSEE is in the communication business and desires to install and operate certain wireless communication facilities and related cables and equipment, including generation equipment, within the Garage in order to provide wireless communication service to patrons of the Garage (Antennae Facilities); and

WHEREAS, the CITY is willing to grant LICENSEE a license to a portion of the Garage in order to allow the LICENSEE to install, operate, and maintain the Antennae Facilities pursuant to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Licensed Premises. The CITY hereby grants to the LICENSEE a license to occupy and use the portion of the roof area of the Garage shown on the site plan and elevation drawing attached hereto, and incorporated herein, by reference, as Exhibit "A" (Licensed Premises), together with a non-exclusive easement for ingress and egress and utilities to and from the Licensed Premises and a public right-of-way in order to install, operate, maintain, and repair the Antennae Facilities. If necessary for technological reasons, LICENSEE may move the location of its Antennae Facilities within the Garage to space other than the Licensed Premises provided that LICENSEE obtains the prior, written approval of the CITY and such other space has not been reserved for another Licensee of the CITY. This License is exclusive as to the Licensed Premises only and does not apply to any other portion of the Garage, which the City may license to other wireless communications providers or other licensees as provided herein.

2. Intended Use. The license granted in paragraph 1 above is for the installation, operation, repair, and maintenance of the Antennae Facilities within the Licensed Premises,

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at the locations shown on Exhibit "B" attached hereto and incorporated herein, by reference, for the transmission, reception, and operation of LICENSEE's wireless communications system and uses incidental thereto as required by or allowed under Licensee's Federal Communications Commission's license. The LICENSEE may not add additional equipment and/or antennas from those shown on Exhibit "B" without the prior, written approval of the CITY.

3. Term and Renewals. The term of this License shall be ten (10) years, commencing on March 1, 2000 (Commencement Date) and ending on February 28, 2010 unless sooner terminated, modified, or extended under the terms of this Agreement or by the mutual consent of the parties. Provided the LICENSEE is not then in default under this License, the term shall automatically be extended for an additional five (5) years under the same terms and conditions of this Agreement unless LICENSEE gives the CITY written notice of its intent not to renew at least ninety (90) days prior to the end of the initial term.

4. License Fee

(A) The LICENSEE shall pay the CITY a license fee of twelve thousand six hundred Dollars (\$12,600.00) per year, plus all applicable taxes plus a rental fee of five thousand four hundred dollars (\$5,400.00) per year, plus applicable taxes, for LICENSEE's use of six (6) parking spaces on the roof level of the Garage for a total fee of eighteen thousand Dollars (\$18,000.00) per year (License Fee). The first annual payment shall be due on the Commencement Date and each annual fee thereafter shall be due on each anniversary thereof. The CITY will accept an electronic transfer of the License Fee as its system permits.

(B) The License Fee is based on a fee of \$18,000.00 per year for up to six (6) antenna panels.

(C) Any amounts not paid by the LICENSEE to the CITY within fifteen (15) days of its due date shall include a late payment charge of five percent (5%) of the amount due. The CITY may, after giving thirty (30) calendar days prior written notice to the LICENSEE that payment is past due, declare the LICENSEE in default.

(D) The License Fee shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to five percent (5%) of the then-current License Fee.

(E) For each additional antenna panel installed by LICENSEE beyond the initial number described in subsection B and shown on Exhibit "B", LICENSEE shall pay a fee of two thousand five hundred dollars (\$2,500.00) per antenna panel, per year which shall increase annually under the same terms provided in section 4(D) above and shall become part of the License Fee and be subject to all applicable taxes.

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(F) In addition to the License Fee, in the event of a disaster, emergency, or event of a similar nature which disrupts the CITY's communication system, at the request of the CITY, and based upon availability, LICENSEE shall provide the CITY, its officers, employees and elected and appointed officials, at no cost to the CITY, the use of Personal Communication Service (PCS), cellular telephones, or other communication devices offered by LICENSEE and PCS/cellular service for all such telephones and devices on a temporary basis, i.e. until the CITY's communication system resumes operation. The foregoing telephones, communications devices, and services shall be subject to applicable taxes for purposes of this License.

(G) To the extent that the CITY desires to purchase additional cellular/PCS equipment or service from LICENSEE, LICENSEE shall offer this equipment and service to the CITY at the most favorable rates and terms that LICENSEE then offers to any other governmental entity using similar equipment and receiving similar services.

5. Taxes. LICENSEE shall pay all applicable taxes, if any, which become due and payable during the term of this License.

6. Aesthetic Standards. LICENSEE's Antennae Facilities shall, at all times, be the compatible with the design and color scheme of the Garage.

7. Installation of Antennae Facilities

(A) The Antennae Facilities shall be installed according to plans and specifications approved by the CITY. The CITY shall approve or deny the plans and specifications within twenty (20) days of receipt; provided, however, such approval cannot be unreasonably withheld, conditioned or delayed. If LICENSEE subsequently makes any material changes to the Antennae Facilities, LICENSEE shall provide the CITY with plans and specifications identifying such changes. Such changes shall be approved or denied in writing by the CITY within fifteen (15) days of their receipt. If the plans and specifications are denied, the CITY shall identify with specificity in writing to LICENSEE, the basis for the denial, and LICENSEE may amend and resubmit the plans and specifications to address the CITY's concerns. The CITY shall either approve or deny the resubmitted plans within fifteen (15) days of receipt. If the CITY denies approval of the resubmitted plans, the procedure set forth herein shall apply to the resubmitted plans until such time the plans are approved.

(B) If the Garage is damaged by and as a result of the installation and/or operation of the Antennae Facilities, the LICENSEE shall immediately notify the CITY within twenty four (24) hours of such damage. The LICENSEE shall repair such damage at its sole expense and to the CITY's reasonable satisfaction within ten (10) days of such damage; provided, however, that if the nature of the damage is such that it cannot, in the exercise of reasonable diligence, be remedied within ten (10) days, then the LICENSEE shall have such time as is reasonably necessary (not to exceed sixty (60) days) to repair such

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damage, provided that the LICENSEE diligently undertakes to repair such damage

(C) The LICENSEE shall provide to the CITY a written report from a licensed structural engineer which certifies that the Antennae Facilities on the roof will not adversely affect the structural integrity of the Garage.

(D) Within thirty (30) days after the installation of the Antennae Facilities, the LICENSEE shall provide the CITY with as-built drawings of the installed Antennae Facilities, which show the actual location of the Antennae Facilities consistent with Exhibit "B". In addition, the LICENSEE shall also provide the CITY with a complete and detailed inventory of the Antennae Facilities; provided, however, LICENSEE shall not be required to include in such inventory any proprietary information. The LICENSEE shall not allow any liens to be placed on the Garage.

8. Equipment Upgrade. The LICENSEE may update or replace the Antennae Facilities from time to time, provided that if the replacement facilities are greater in number or size than the existing facilities or the replacement facilities change in their location, the LICENSEE shall obtain the CITY's prior, written approval for such upgrade or replacement.

9. Maintenance

(A) The LICENSEE shall have sole responsibility for the maintenance, repair, and security of the Antennae Facilities and related personal property and equipment, and shall keep the same in good repair and condition during the License term.

(B) The LICENSEE shall maintain the Antennae Facilities in such a manner so as not to conflict with the use or other licensing of the Garage by the CITY. The LICENSEE shall not interfere with the use of the Garage by, and the facilities and/or equipment of, the CITY or other licensees of the CITY. The LICENSEE shall be responsible for any damage it causes to the antennas and equipment of the CITY or other licensees of the CITY. Following the full execution of this Agreement, if the CITY grants to any third party rights similar to the rights granted herein, the CITY covenants that it shall impose the same non-interference obligation upon such third party, as this paragraph imposes upon LICENSEE.

(C) The CITY shall maintain the Garage and shall not willfully interfere with LICENSEE's Antennae Facilities.

(D) The LICENSEE shall keep the Licensed Premises free of debris and any dangerous, noxious, or offensive matter which would create a hazard or undue vibration, heat, noise, or signal interference.

(E) The CITY shall give the LICENSEE thirty (30) days prior, written notice of any routine repairs and maintenance to the Garage that may affect LICENSEE's Antennae

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Facilities and the LICENSEE shall take reasonable efforts to protect the Antennae Facilities.

The CITY will use reasonable efforts to notify the LICENSEE in advance of any emergency repairs to the Garage which may affect LICENSEE's Antennae Facilities so that LICENSEE may take reasonable measures to protect the Antennae Facilities, but, if prior notice is not possible, the CITY shall use reasonable measures to protect the Antennae Facilities during such emergency repair.

(F) Normal maintenance and repair to the Antenna Facilities shall be conducted during normal operating hours of the Garage (6am-6pm, M-F, excluding holidays). Emergency maintenance and repairs to the Antenna Facilities may be conducted as reasonably necessary provided that LICENSEE notifies Garage personnel prior to entering the Garage. Any person entering the Garage on behalf of the LICENSEE shall first show proper identification to Garage personnel. The LICENSEE shall notify the CITY as soon as reasonably practicable regarding off-hour emergency maintenance and repair activities at the Garage.

10. Utilities. The LICENSEE shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with the Antennae Facilities and shall timely pay all costs associated therewith.

11. Compliance With Laws

(A) LICENSEE shall comply with all present and future federal, state, and local laws, ordinances, rules, and regulations (including, but not limited to laws, rules, and regulations issued by the Federal Communication Commission (FCC), Federal Aviation Administration (FAA), and the CITY) in connection with the installation, use, operation, repair, and maintenance of the Antennae Facilities. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be LICENSEE's responsibility. The CITY shall comply with all applicable laws, rules, and regulations imposed upon it as the owner of the Garage.

(B) LICENSEE's use of the Licensed Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state, or local authority. LICENSEE shall erect, maintain, and operate its Antennae Facilities in accordance with site standards, state statutes, ordinances, rules, and regulations now in effect or that thereafter may be issued by the FCC or any other governing bodies. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be LICENSEE's responsibility.

12. Interference. LICENSEE's installation, operation, repair, and maintenance of the Antennae Facilities shall not damage or interfere in any way with the CITY's Garage operations or related repair and maintenance activities or with such activities of other CITY licensees. LICENSEE agrees to cease all such actions which materially interfere with the

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CITY's use of the Garage immediately upon actual notice of such interference, provided however, in such case LICENSEE shall have the right to terminate the License Agreement. The CITY, at all times during this License, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Garage as may be necessary, including leasing or licensing parts of the Garage; provided, however, the CITY covenants that such action shall be exercised in manner that will not interfere with LICENSEE's Intended Use as described in paragraph 2 above.

The License herein granted to LICENSEE is exclusive as to only the portion of the Garage reserved for LICENSEE's use, but is non-exclusive as to any other portion of the Garage, and the CITY may grant additional licenses to allow other communication providers to locate antennae facilities at the Garage. LICENSEE shall provide the CITY with its radio frequencies. The CITY shall provide the LICENSEE with a list of all prior existing wireless communication service providers (and their frequencies) at the Garage in order for LICENSEE to evaluate the potential for interference.

LICENSEE's use and operation of its Antennae Facilities shall not interfere with the use and operation of any facilities, equipment, events, and programs at the Garage. If LICENSEE's Antennae Facilities cause interference, LICENSEE shall take all measures reasonably necessary to immediately correct and eliminate the interference. If the interference cannot be immediately eliminated, LICENSEE shall immediately cease operating its Antennae Facilities until the interference has been eliminated. If the interference cannot be eliminated within five (5) calendar days after written notification from the CITY, then the CITY may terminate this License.

13. Default and Remedies. It shall be a default if LICENSEE defaults in the payment of the License Fee in accordance with section 4 above; or if LICENSEE defaults in the performance of any other covenant or condition of this License and does not cure such other default within thirty (30) calendar days after written notice from the CITY specifying the default complained of unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the LICENSEE shall have such time as is reasonably necessary to remedy the default, provided the LICENSEE promptly takes and diligently pursues such actions as are necessary therefore; or if the LICENSEE abandons or vacates the Licensed Premises; or if the LICENSEE is adjudicated a bankrupt or makes any assignment for the benefit of creditors; or if the LICENSEE becomes insolvent.

In the event of a default by LICENSEE, the CITY shall have the right, at its option, in addition to and not exclusive of any other remedy the CITY may have by operation of law, without any further demand or notice, to re-enter the Garage and eject the LICENSEE therefrom, and declare this License at an end, in which event LICENSEE shall immediately pay the CITY a sum of money equal to the total of (a) the amount of the unpaid License Fee accrued through the date of termination; and (b) any other amount necessary to compensate

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the CITY for the cost of such ejectment.

If suit shall be brought by the CITY for recovery of possession of the Garage, for the recovery of any License Fee or any other amount due under the provisions of this License, or because of the breach of any other covenant, the LICENSEE shall pay to the CITY all expenses incurred therefor, including reasonable attorney fees in the event the CITY prevails in such action. Should any legal action or proceeding be brought by either party for default or breach of this Agreement or to enforce any provision hereof, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorney's fees and court costs.

It shall be a default by the CITY if the CITY fails to perform any of its obligations under this Agreement and does not cure such default within thirty (30) days after receipt of written notice from LICENSEE specifying the failure unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case the CITY shall have such time as is reasonably necessary to remedy the default, provided the CITY promptly takes and diligently pursues such actions as are necessary therefore. No default, however, will be deemed to exist if the CITY has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the CITY.

14. Termination

(A) This License may be terminated (1) by LICENSEE if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antennae Facilities or LICENSEE's business (the CITY hereby agrees that it will not unreasonably withhold or delay any such license, permit, or approval required from the CITY); (2) by the LICENSEE upon ninety (90) days prior, written notice to the CITY; (3) by the LICENSEE if the Licensed Premises are not adequate for LICENSEE's intended use and purpose; (4) by the CITY upon ninety (90) days prior written notice to LICENSEE if the CITY decides for financial reasons to discontinue the use of, or demolish, the Garage; (5) by the CITY if it determines in its sole discretion that continued use of the Garage by LICENSEE is a threat to the public health, safety, or welfare or violates applicable laws or ordinances; or (6) as otherwise provided in this Agreement.

(B) Upon termination of this License for any reason, the LICENSEE shall remove its equipment, personal property, Antennae Facilities, and any improvements from the Garage within sixty (60) days of such termination, and LICENSEE shall repair any damage to the Garage caused by such removal at LICENSEE's sole cost and expense, subject to normal wear and tear. LICENSEE's Antennae Facilities and other equipment will at all times be considered personal property which LICENSEE will be entitled to remove at the termination of this License provided, however, that any Antennae Facilities or equipment

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which are not removed within sixty (60) days of termination of the Agreements shall be removed by the CITY at AT&T's expense.

(C) Notice of termination pursuant to paragraph 14(A) shall be given in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All fees paid for the License prior to said termination date shall be retained by the CITY. Upon such termination, this License shall become null and void and the parties shall have no further obligations to each other.

15. Fitness For Use. The CITY makes no warranties or representations as to the fitness of the Licensed Premises for the uses intended by the LICENSEE. Furthermore, the CITY does not warrant or guarantee that the use or zoning of surrounding properties will not be of such a nature that could interfere with LICENSEE's use of the Licensed Premises during the term of this License.

16. Alteration, Damage, or Destruction. If the Garage or any portion thereof is altered, destroyed, or damaged so as to materially hinder effective use of the Antennae Facilities through no fault or negligence of LICENSEE, LICENSEE may elect to terminate this License upon thirty (30) days written notice to the CITY. In such event, LICENSEE shall promptly remove the Antennae Facilities and restore the Licensed Premises to their original condition, normal wear and tear excepted. This License (and LICENSEE's obligation to pay the License Fee) shall terminate upon LICENSEE's fulfillment of the obligations set forth in the preceding sentence, at which termination LICENSEE shall be entitled to the reimbursement of any License Fees prepaid by LICENSEE. The CITY may, but shall have no obligation to reconstruct or repair any damage to the Garage.

17. Condemnation. In the event the Garage is taken by eminent domain, this License shall terminate as of the date title to the Garage vests in the condemning authority. In the event of any taking under the power of eminent domain, LICENSEE shall not be entitled to any portion of the reward paid for the taking and the CITY shall receive full amount of such award. LICENSEE hereby expressly waives any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the Garage, shall belong to the CITY. LICENSEE shall have the right to claim and recover from the condemning authority, but not from the CITY, such compensation as may be separately awarded or recoverable by LICENSEE on account of any and all damage to LICENSEE's business and any costs or expenses incurred by LICENSEE in moving/removing its equipment, personal property, Antennae Facilities, and improvements. The CITY will inform LICENSEE of the commencement of any eminent domain proceedings by any governmental authority.

18. Indemnification

(A) Disclaimer of Liability. The CITY shall not be liable for injury or damage occurring to any person or property caused by LICENSEE's construction,

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maintenance, repair, use, operation, condition, or dismantling of the LICENSEE's Antennae Facilities.

(B) Indemnification. The following indemnification shall not apply to any claims, actions, damages, obligations, liabilities, and liens arising from the negligence or intentional misconduct of the CITY, and such limitations shall survive the termination of this Agreement. LICENSEE shall, at its sole cost and expense, indemnify and hold harmless the CITY, its representatives, employees, and elected and appointed officials from and against:

(i) Any and all liability, damages, penalties, claims, liens, costs, charges, losses, and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the CITY by reason of any act or omission of LICENSEE, its personnel, employees, agents, contractors, or subcontractors, resulting in bodily injury, sickness, disease, or death to any person or damage to, loss of or destruction of tangible or intangible property, or any other right of any person, firm or corporation, which may arise out of or be in any way connected with LICENSEE's installation, operation, maintenance, and use of the Antennae Facilities or LICENSEE's failure to comply with any federal, state, or local statute, ordinance or regulation.

(ii) Any and all liabilities, damages, penalties, claims, liens, costs, charges, losses, and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the CITY by reason of any claim or lien arising out of work, labor, materials, or supplies provided or supplied to LICENSEE, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Antennae Facilities, and, upon the written request of the CITY, shall cause such claim or lien covering the CITY's property to be discharged within thirty (30) days following such request.

(iii) Any and all claims asserted or liability imposed upon the CITY for bodily injury or property damage to any person arising out of the LICENSEE's installation, operation, maintenance, condition or use of the Antennae Facilities or LICENSEE's failure to comply with any federal, state, or local statute, ordinance, or regulation.

(C) Defense of the CITY. In the event any action or proceeding shall be brought against the CITY by reason of any matter for which the CITY is indemnified hereunder, LICENSEE shall, upon notice from the CITY, at LICENSEE's sole cost and expense, resist and defend the same with legal counsel acceptable to the CITY; provided however, that the LICENSEE shall not admit liability in any such matter on behalf of the CITY without the written consent of the CITY and provided further that the CITY shall not admit liability for, nor enter into any compromise or settlement of, any claim for which it is indemnified hereunder, without the prior written consent of LICENSEE.

(D) Notice, Cooperation, and Expenses. The CITY shall give LICENSEE

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prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent the CITY from cooperating with LICENSEE and participating in the defense of any litigation by the CITY's own counsel. The LICENSEE shall pay all expenses incurred by the CITY in response to any such actions, suits, or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and shall also include the reasonable value of any services rendered by the Landlord's attorney, and the actual expenses of the CITY's agents, employees, or expert witnesses, and disbursements and liabilities assumed by the CITY in connection with such suits, actions, or proceedings but shall not include attorneys fees for services that are unnecessarily duplicative of services provided the CITY by LICENSEE.

If the LICENSEE requests the CITY to assist it in such defense then the LICENSEE shall pay all expenses incurred by the CITY in response thereto, including defending itself with regard to any such actions, suits, or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and shall also include the costs of any services rendered by the CITY's attorney, and the actual expenses of the CITY's agents, employees, or expert witnesses, and disbursements and liabilities assumed by the CITY in connection with such suits, actions, or proceedings.

19. Insurance. During the term of the License, the LICENSEE shall maintain in full force and effect and at its sole cost and expense, the following types and limits of insurance:

~~(A)~~ Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

(B) Commercial general liability insurance with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence of bodily injury, personal injury, and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability.

(C) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by LICENSEE, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

(D) At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or

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incidental to the installation of the Antennae Facilities. Upon completion of the installation of the Antennae Facilities, LICENSEE shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antennae Facilities. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(E) As an alternative to the foregoing liability insurance requirements, LICENSEE may provide such insurance through a self-insurance fund sufficient to cover the liabilities mentioned above provided that LICENSEE shall furnish the CITY with a copy of the self-insurance plan and evidence that the self-insurance plan and funding are actuarially sound.

20. Insurance Administration

(A) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claim made basis.

(B) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

(C) CITY as Additional Insured. All policies, except for worker's compensation policies, shall name the CITY as an additional insured.

(D) Evidence of Insurance. Certificates of insurance for each insurance policy required to be obtained by the LICENSEE in compliance with this paragraph shall be filed and maintained with the CITY annually during the term of the License. LICENSEE shall immediately advise the CITY of any claim or litigation that may result in liability to the CITY.

(E) Notice of Cancellation. The Insurance Certificates shall provide and specify that the insurance coverage required by this Agreement shall not be canceled, reduced, or materially modified without at least thirty (30) days prior written notice having been given to the CITY.

(F) Insurance Companies. All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Florida or surplus line carriers on the State of Florida Insurance Commissioner's approved list of companies qualified to do business in the State of Florida. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company. Notwithstanding anything set forth herein to the contrary LICENSEE may obtain such coverage through an affiliated entity known as American Ridge.

(G) Deductibles. All insurance policies may be written with deductibles, not

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to exceed \$50,000 unless approved in advance by the CITY. LICENSEE agrees to indemnify and save harmless the CITY from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this License.

(H) Contractors. LICENSEE shall require that each and everyone of its contractors and their subcontractors who perform work at the Garage carry, in full force and effect, workers' compensation, commercial general liability and automobile liability insurance coverage's of the type which LICENSEE is required to obtain under the terms of Section 19 above with appropriate limits of insurance.

(I) Failure to Maintain Insurance. If the LICENSEE fails to obtain or maintain insurance coverage sufficient to meet the terms and conditions of this Agreement, then the CITY may immediately terminate this Agreement.

(J) Waiver by CITY. The CITY, in its sole discretion, may waive any of the insurance provisions contained in this section.

21. Hazardous Substance Indemnification

(A) LICENSEE represents and warrants that its operation and use of the Antennae Facilities will not generate any hazardous substance, and it will not store or dispose on or near the Tower nor transport to or near the Tower any hazardous substance. LICENSEE further agrees to hold the CITY harmless from and indemnify it against any release of any such hazardous substance by LICENSEE, its agents, employees, or contractors and any damage, loss, expense, or liability resulting from such release, including all reasonable attorney's fees, costs, and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation, or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended from time to time, and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death, or disease.

(B) The CITY represents and warrants that its use operation and use of the Garage will not generate any hazardous substance, and it will not store or dispose on or near the Garage nor transport to or near the Garage any hazardous substance, and it has no knowledge of any hazardous substances at the property. The CITY further agrees to hold the LICENSEE harmless from and indemnify it against any release of an such hazardous substance by CITY, its agents, employees and contractors and any damage, loss, expense, or liability resulting from such release, including all reasonable attorney's fees, costs, and penalties incurred as a result thereof.

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22. Acceptance of Premises. By execution of this License, the LICENSEE accepts the Garage in the condition existing as of the Commencement Date. The CITY makes no representation or warranty with respect to the condition of the Garage and the CITY shall not be liable for any latent or patent defect in the Garage.

23. Estoppel Certificate. Either party shall at any time and from time to time upon not less than ten (10) days prior request by the other party delivery to the requesting party a statement in writing certifying that (a) the License is unmodified and in full force (or if there have been modifications, that the License is in full force as modified and identifying the modifications); (b) the dates to which the License Fee and other charges have been paid; (c) the party requesting the Estoppel Certificate is not in default under any provisions of the License; and (d) such other matters as the party may reasonably request.

24. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to the CITY, to: Real Estate Manager
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801

with a copy to: Parking Bureau Chief
City of Orlando
53 W. Central Boulevard
Orlando, Florida 32801

If to LICENSEE, to: Real Estate Manager – Site # OR-63
2400 Maitland Center Parkway, Suite 110
Maitland, Florida 32751

with a copy to: AT&T Wireless Services
11760 North U.S. Highway One
West Tower - 3rd Floor
North Palm Beach, Florida 33408
Attn: Regional Counsel

25. Assignment. LICENSEE may not assign this License without the prior written consent of the CITY which consent shall not be unreasonably withheld. Nothing in this License shall preclude the CITY from licensing other space for communications equipment to any person or entity which may be in competition with LICENSEE or any other party.

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26. Financing. LICENSEE may pledge its equipment located within the Licensed Premises and this License as collateral for obtaining financing.

27. Miscellaneous

(A) The CITY and LICENSEE represent that each, respectively, has full right, power, and authority to execute this License.

(B) This License constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this License must be in writing and executed by both parties.


(C) This License shall be construed in accordance with the laws of the State of Florida.

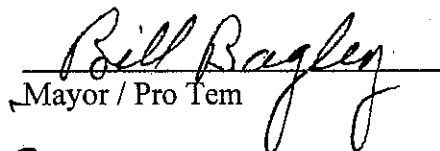
(D) If any term of this License is found to be void or invalid, such invalidity shall not effect the remaining terms of this License which shall continue in full force and effect.

(E) This License may be amended or modified at any time during the term of the License by the mutual, written agreement of the parties.

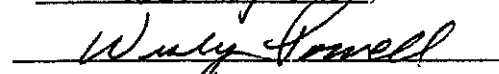
This License has been executed by the parties as of the date set forth above.

CITY OF ORLANDO, FLORIDA

Attest:

Grace A. Chewning, City Clerk


Mayor / Pro Tem

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

February 28, 2000.

Assistant City Attorney

Cell Site Number: OR-63
State: Florida
County: Orange

LICENSEE - AT&T WIRELESS SERVICES
of Florida, INC.

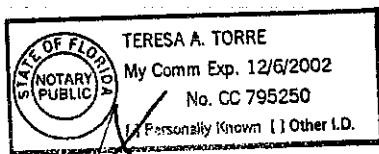
By: Walter D. Tanner
Walter D. Tanner
System Development Manager

Witnesses:

- (1) Sign: Teresa Davis
Printed Name: Teresa Davis
- (2) Sign: Claudia Tippmann
Printed Name: Claudia Tippmann

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25 day of Feb., 2000, by Walter Tanner, the Systems Development Mgr. of AT&T Wireless Services of Florida, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced a valid Driver's License as identification.



Teresa A. Torre
Notary Public: Teresa A. Torre
Commission Expires: 12/6/2002

c:Wes/Communication Tower
AT&T License Agreement
02/24/00 10:50 AM

Site Plan

PAGE 1 OF 2 PAGES

Lots 1, 2, 3, 4, 7, 8, 9, 10 and 15 foot alley abutting on the North side of Lots 7, 8, 9 and 10 of Rogers and McCall's Addition to Orlando, according to the plat thereof as recorded in Plat Book B at Page 9 of the Public Records of Orange County, Florida.

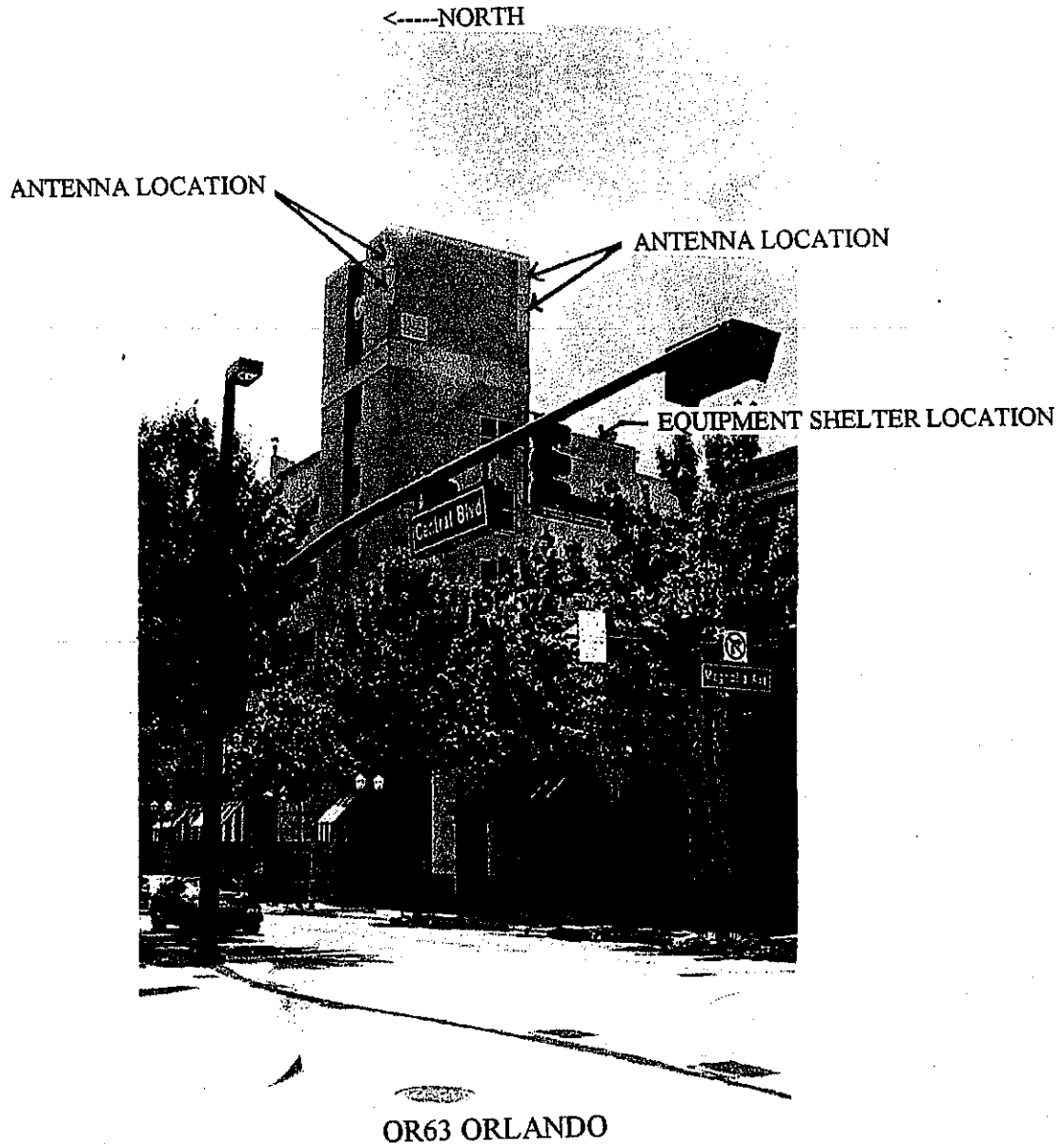
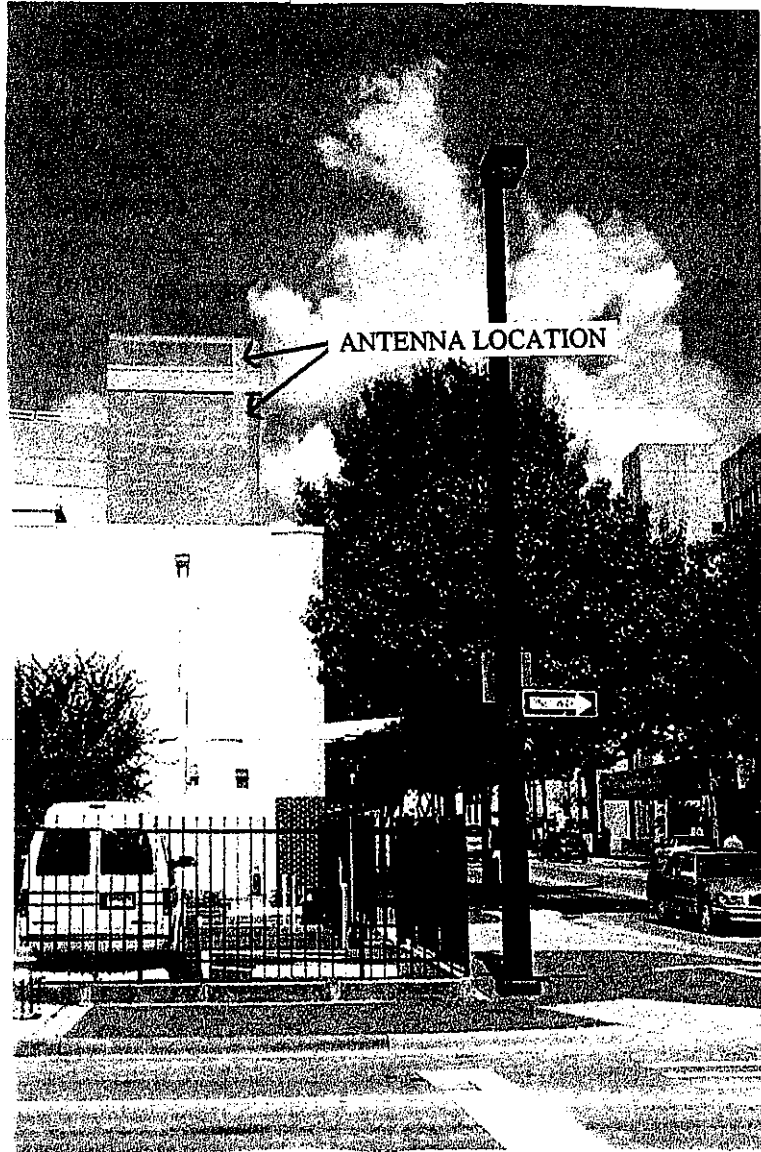


Exhibit A

Site Plan
PAGE 2 OF 2 PAGES

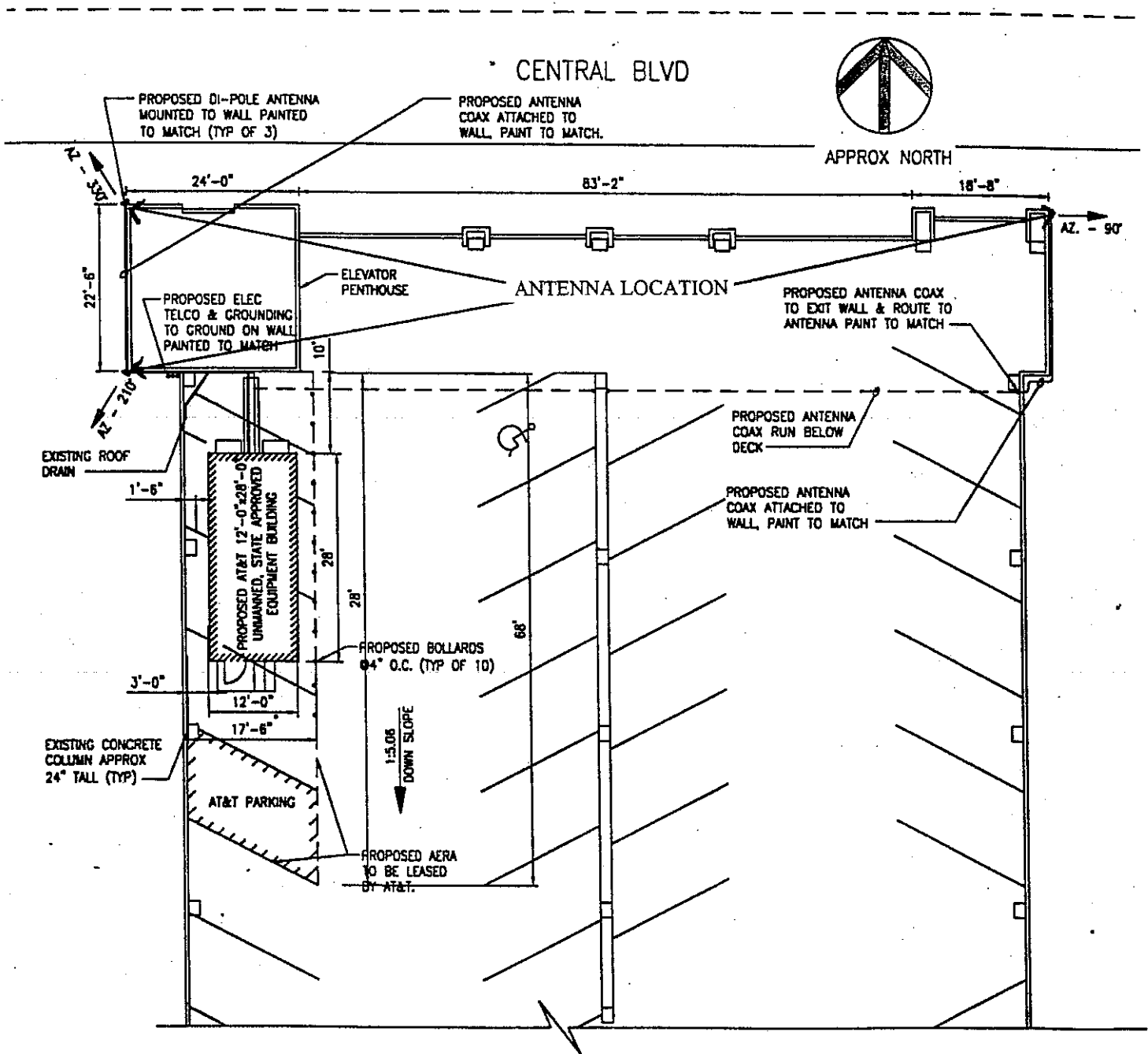
NORTH----->



OR63 ORLANDO

Exhibit A

Antennae Facilities



OR63 ORLANDO

Exhibit B