

**LEASE AGREEMENT FOR
LIGHT POLE/WIRELESS ANTENNA PLACEMENT
ON CITY PROPERTY**

THIS LEASE is entered into this 5 day of May, 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 (AT&T).

WHEREAS, the CITY is the owner of a parcel of land located at 1220 East South Street in Orlando Florida and further described below.

WHEREAS, AT&T is in the communication business and desires to lease the property described below from the CITY in order to construct thereon an eighty (80) foot high monopole light pole which will support AT&T's telecommunication antennas, cables, and equipment; and

WHEREAS, the CITY is willing to lease the property described below to AT&T in order to allow AT&T to install, operate, and maintain the Light Pole and related antennas, cables, equipment, and cabinets (Antennae Facilities) in order to provide wireless communication service; and

WHEREAS, the parties desire to enter into this Lease 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. Recitals. The above recitals are incorporated into and made a part of the Lease as if fully set forth herein.

2. Leased Premises. The CITY hereby leases to AT&T and AT&T hereby leases from the CITY the real property described in Exhibit "A", attached hereto and incorporated herein, by reference (Leased Premises) together with a non-exclusive access and utility easement on, under, and through the property described in Exhibit "B", attached hereto, and incorporated herein, by reference (Easement). AT&T shall utilize the Leased Premises for the installation, operation, and maintenance of an eight (80) foot high monopole light pole which will house the Antennae Facilities and the installation of an approximately 12 x 28 foot concrete pad upon which AT&T shall locate its equipment storage cabinets. The Light Pole, Antennae Facilities, concrete pad, and cabinets shall be located on the Leased Premises as shown in Exhibit "C", attached hereto and incorporated herein, by reference. AT&T shall enclose and landscape the concrete pad as required by the CITY Land Development Code in order to protect it from public access. If necessary for technological reasons, AT&T may move the location of its Antennae Facilities on the Light Pole provided that AT&T obtains the prior, written approval of the CITY.

3. Light Pole Ownership. After the installation of the Light Pole by AT&T, AT&T shall retain sole ownership and maintenance of the Light Pole during the term of this Lease. Upon the expiration or earlier termination of this Lease as provided herein AT&T shall be required to remove the Light Pole, Antennae Facilities, and concrete pad at its sole cost and expense within sixty (60)

days of the expiration or termination date; provided, however, that the CITY may require AT&T to leave the Light Pole as is for the CITY's use, in which case ownership of the Light Pole shall revert to the CITY. Upon AT&T's removal of the Light Pole, Antennae Facilities, and concrete pad as provided herein, AT&T shall restore the Leased Premises to its condition prior to this Lease, subject to normal wear and tear.

4. Intended Use. This Lease is for the installation, operation, repair, and maintenance of AT&T's Antennae Facilities on the Light Pole for the transmission, reception, and operation of AT&T's wireless communications system and uses incidental thereto as required by or allowed under AT&T's Federal Communications Commission license. AT&T may not add additional equipment and/or antennas from that shown on Exhibit "C" without the prior, written approval of the CITY. AT&T shall also have the right to use the ground space shown on Exhibit "C" to locate its cabinets and equipment. AT&T may erect and operate up to twelve (12) canister antennas on the Light Pole. AT&T may erect additional antennae (in addition to the twelve (12) canister antennas) only with the CITY's prior written consent and only after AT&T has certified in writing to the CITY that the Light Pole is structurally able to support the additional antennae and, if applicable, that the additional antennae will not interfere with another Provider pursuant to section 10 below.

5. Term and Renewals. The term of this Lease shall be ten (10) years, commencing on May 1, 2000 (Commencement Date) and ending on April 30, 2010 unless sooner terminated, modified, or extended under the terms of this Agreement or by the mutual consent of the parties. Provided AT&T is not then in default under this Lease, the term shall be automatically extended for an additional five (5) years under the same terms and conditions of this Lease unless ninety (90) days prior to the expiration of the initial term AT&T gives the CITY written notice of its intent not to renew the Lease.

6. Rent

(A) AT&T shall pay the CITY rent in the amount of Fifteen Thousand Dollars (\$15,000.00) per year, plus all applicable taxes (Rent). The first annual Rent shall be due on the Commencement Date and each annual Rent payment thereafter shall be due on each anniversary thereof. The CITY will accept an electronic transfer of the Rent as its system permits.

(B) The Rent is based on a fee of \$15,000.00 per year for up to twelve (12) antennas.

(C) Any amounts not paid by AT&T 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 declare AT&T in default after giving thirty (30) calendar days prior written notice to AT&T that the Rent is past due.

(D) The Rent 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 Rent.

(E) If this Lease is terminated by the CITY pursuant to section 21 (A) (iv)-(vi), all prepaid Rent shall be prorated as of the date of termination and refunded to AT&T.

(F) In addition to the Rent, 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, AT&T 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 and cellular services, or other communication devices offered by AT&T for all such telephones and devices on a temporary basis, i.e. until the CITY's communication system resumes operation. The CITY shall make every reasonable effort to resume operation of its communication system and facilities once the CITY is on notice of the system interruption or suspension of service. The foregoing telephones, communications devices, and services shall be subject to applicable taxes for purposes of this Lease.

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

7. Taxes. AT&T shall pay all applicable real property taxes and assessments for the Leased Premises, if any, which become due and payable during the term of this Lease. AT&T shall pay all applicable personal property taxes and all applicable taxes on all rents pursuant to Chapter 212, Florida Statutes.

8. Aesthetic Standards. AT&T's Antennae Facilities shall, at all times, be similar in color to the Light Pole.

9. Improvements

A. AT&T may improve the Leased Premises by installing the Light Pole, Antenna Facilities, concrete pad, and lights (Improvements) as shown on Exhibit "C". The Light Pole shall be eighty (80) feet in height and AT&T shall install its Antennae Facilities between the seventy (70) and eighty (80) foot height on the Light Pole. AT&T shall install lights at the thirty (30) foot height on the Light Pole and shall make space available at the sixty (60) foot height for another provider pursuant to section 10 (A). Prior to commencing construction, AT&T shall submit plans and specifications for the Improvements to the CITY for CITY's written approval, such approval not to be unreasonably withheld, conditioned, or delayed. All Improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Leased Premises and shall be completed in compliance with all applicable laws, rules, ordinances, codes, and regulations.

B. AT&T shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by AT&T.

C. Within thirty (30) days after the installation of the Improvements on the Leased Premises, AT&T shall provide the CITY with as-built drawings which show the actual location of the Improvements consistent with Exhibit "C". AT&T shall also provide the CITY with a complete and detailed inventory of the Antennae Facilities; provided, however, that AT&T shall not be required to include in such inventory any proprietary information, or the identification of any equipment located within AT&T's cabinets and equipment shelter.

10. Use by Other Providers

a. AT&T shall construct the Light Pole so that it can structurally support two (2)

additional wireless telecommunications providers, and shall make space available on the Light Pole for one (1) additional telecommunications provider ("Other Provider") to locate its antennas, cables, and equipment at approximately the sixty (60) foot height on the Light Pole. The Light Pole shall be constructed so that AT&T can increase the height of the Light Pole to one hundred (100) foot in order to accommodate a Third Provider. The cost to increase the height of the Light Pole in order to accommodate a Third Provider shall be borne by the Third Provider.

b. AT&T may license space on the Light Pole to the Other Provider and Third Provider and charge a reasonable license fee for the use of the Light Pole. AT&T shall retain all such license fees received from the Other Provider and Third Provider. The CITY shall be entitled to lease ground space to the Other Provider and Third Provider to locate their cabinets and equipment on and may charge a reasonable rent for the Other Provider's and Third Provider's use lease of the ground space. The CITY shall retain all such license fees received from the Other Provider and Third Provider.

c. Before allowing the Other Provider and Third Provider to locate on the Light Pole, AT&T shall require, if deemed necessary by the CITY and AT&T, such Other Provider and Third Provider to submit to AT&T and CITY an inter-modulation study indicating whether their intended use of and location of their antennas, cables, and equipment on the Light Pole will interfere with any existing communication facilities on the Light Pole, or any nearby communications facilities if deemed necessary, and an engineering study indicating whether the Light Pole is able to structurally support their antennae facilities.

11. Equipment Upgrade. AT&T may update or replace the Antennae Facilities from time to time, provided that if such replacement facilities are greater in number or size than the existing facilities or such replacement facilities change in their location on the Light Pole, AT&T shall obtain the CITY's prior, written approval for such upgrade or replacement, such approval not to be unreasonably withheld.

12. Maintenance

(A) AT&T shall have sole responsibility for the maintenance, repair, and security of AT&T's Light Pole and Antennae Facilities and shall keep the same in good repair and condition during the Lease term.

(B) AT&T shall keep the Leased Premises free of debris and any dangerous, noxious, or offensive matter which would create a hazard or undue vibration, heat, noise, or signal interference.

(C) In order to minimize disruption to the surrounding area, normal maintenance and repair to the Light Pole or Antenna Facilities shall be restricted to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding legal holidays. Emergency maintenance and repairs to the Light Pole or Antenna Facilities may be conducted at other times as reasonably necessary. AT&T shall notify the CITY as soon as reasonably practicable regarding off-hour emergency maintenance and repair activities on the Leased Premises.

13. Utilities. AT&T shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Light Pole and shall timely pay all costs

associated therewith. The CITY agrees to grant to the applicable utility, an easement pursuant to which such utility may operate and maintain the utility facilities serving the Antennae Facilities. AT&T covenants that it shall use its best effort to cause the utilities to be installed underground.

14. Compliance With Laws

(A) AT&T 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 Light Pole and 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 AT&T's responsibility. The CITY shall comply with all applicable laws, rules and regulations imposed upon it as the owner of the Leased Premises.

(B) AT&T's lease of the Leased Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state, or local authority. AT&T shall erect, maintain, and operate the Light Pole and 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 AT&T's responsibility.

15. Reserved.

16. Net Lease. CITY shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Leased Premises. The parties agree that this is a net Lease intended to assure CITY the rent reserved on an absolute net basis.

17. Signs/Graffiti. AT&T may place signs on the Leased Premises subject to applicable governmental regulations; however, AT&T shall first obtain the CITY's written consent to the design, size, and location of such signs. CITY at any time may enter the Leased Premises and undertake any activities necessary to abate or remove graffiti or any unapproved or unauthorized signage located therein. AT&T shall reimburse CITY all costs incurred by CITY in connection with such abatement or renewal within thirty (30) days of CITY's presenting AT&T with a statement of such costs.

18. Access. CITY reserves the right to enter the Leased Premises at all times to examine and inspect the Leased Premises. AT&T shall have access to the Leased Premises in order to install, maintain, operate, and repair the Light Pole, Antennae Facilities, and Improvements.

19. Default and CITY's Remedies. It shall be a default if AT&T defaults in the payment of the Rent in accordance with section 6 above; or if AT&T defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) calendar days after written notice from the CITY specifying the default. If the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, AT&T shall have such time as is reasonably necessary to remedy the default, provided AT&T

promptly takes and diligently pursues such actions as are necessary therefore; or if AT&T abandons or vacates the Light Pole; or if AT&T is adjudicated a bankrupt or makes any assignment for the benefit of creditors; or if AT&T becomes insolvent.

In the event of a default by AT&T as defined above, 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 Leased Premises and eject AT&T therefrom, and declare this Lease at an end, in which event AT&T shall immediately pay the CITY a sum of money equal to the total of (a) the amount of the unpaid Rent accrued through the date of termination; and (b) any other amount necessary to compensate the CITY for the cost of such ejection.

If suit shall be brought by the CITY for recovery of possession of the Leased Premises or Light Pole, for the recovery of any Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, AT&T 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 Lease and does not cure such default within thirty (30) days after receipt of written notice from AT&T 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) calendar 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.

20. Cure by the CITY. In the event of any default of this Lease by AT&T, the CITY may at any time, after notice, cure the default for the account of and at the expense of AT&T. If the CITY is compelled to pay or elects to pay any sum of money or do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting, or defending any action to enforce the CITY's rights under this Agreement, the sums so paid by the CITY, with all interest, costs, and damages shall be deemed to be Additional Fees and shall be due from AT&T to the CITY on the first day of the month following the incurring of the respective expenses.

21. Termination

(A) This Lease may be terminated (i) by AT&T if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction, installation, or operation of the Light Pole or AT&T's business (the CITY hereby agrees that it will not unreasonably withhold or delay any such license, permit, or approval required from the CITY); (ii) by AT&T upon ninety (90) days prior, written notice to the CITY; (iii) by AT&T if the Leased Premises is not adequate for AT&T's intended use and purpose; (iv) by the CITY if it determines, in its sole discretion, that the Light Pole is structurally unsound or otherwise not suitable for AT&T's use, including, but not limited to, consideration of age of the structure, damage, or destruction of all or part of the Light Pole from any source, or factors relating to condition of the Light Pole, however, AT&T shall first be afforded an opportunity to improve the Light Pole; (v) by the CITY if it

determines in its sole discretion that continued use of the Light Pole by AT&T is a threat to the public health, safety, or welfare or violates applicable laws or ordinances; or (vi) as otherwise provided in this Agreement.

(B) Upon termination of this Lease for any reason, AT&T shall remove the Light Pole, Antennae Facilities, and the Improvements from the Leased Premises and shall remove the 12 x 28 pad and Light Pole foundations to a sub-surface level of three (3) feet within sixty (60) days of the Termination Date, and AT&T shall repair any damage to the Leased Premises caused by such removal and restore the Leased Premises to its condition prior to this Lease, subject to normal wear and tear; all at AT&T's sole cost and expense; provided, however, that the CITY may require AT&T to leave the Light Pole as is for the CITY's use, in which case ownership of the Light Pole shall revert to the CITY. AT&T's Antennae Facilities and other equipment will at all times be considered personal property which AT&T will be entitled to remove at the termination of this Lease provided, however, that any Antennae Facilities or equipment which are not removed within the sixty (60) days of the termination of this Lease shall become the property of the CITY. If, after the termination of the lease and removal of the Light Pole, future development of the Leased Premises requires the removal of the foundation to a depth greater than three (3) feet below surface, AT&T shall remove the foundation to a subsurface level of ten (10) feet, at its sole cost and expense, or pay for the CITY's removal of the foundation to a subsurface level of ten (10) feet, and this obligation shall be a continuing obligation which survives the termination of the Lease.

(C) Notice of termination pursuant to this section shall be given in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. Unless otherwise provided herein, all Rent paid prior to the Termination Date shall be retained by the CITY.

22. Fitness For Use. The CITY makes no warranties or representations as to the fitness of the Leased Premises for the uses intended by AT&T. 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 AT&T's use of the Leased Premises during the term of this Lease.

23. Alteration, Damage, or Destruction. If the Light Pole or any portion thereof are altered, destroyed, or damaged so as to materially hinder effective use of the Antennae Facilities through no fault or negligence of AT&T, AT&T may elect to terminate this Lease upon thirty (30) days written notice to the CITY. In such event, AT&T shall promptly remove the Antennae Facilities from the Light Pole. This Lease (and AT&T's obligation to pay the Rent) shall terminate upon AT&T's fulfillment of the obligations set forth in the preceding sentence, at which termination AT&T shall be entitled to the reimbursement of any prepaid Rent on a monthly pro-rata basis. The CITY shall have no obligation to reconstruct or repair any damage to the Light Pole. AT&T shall have the option, but not the obligation, to repair or reconstruct the Light Pole at its sole cost and expense. If AT&T exercises its option to repair or reconstruct the Light Pole, it shall do so in a manner which restores the Light Pole to its structural integrity and capacity prior to such damage or destruction. Upon such repair or reconstruction of the Light Pole by AT&T, AT&T shall be entitled to an abatement of the Rent equal to the lesser of (a) the cost of such repair or reconstruction (as evidenced by invoices approved by the CITY) or, (b) the remaining Rent under the term of this Lease. In the event of such repair or reconstruction, the CITY shall retain title to the Light Pole as repaired or reconstructed.

24. Condemnation. In the event the Leased Premises is taken by eminent domain, this

Lease shall automatically terminate as of the date title to the Leased Premises vests in the condemning authority. In the event of any taking under the power of eminent domain, AT&T shall not be entitled to any portion of the award paid for the taking and the CITY shall receive full amount of such award. AT&T hereby expressly waives any right or claim to any portion thereof and all damages, whether awarded as compensation for diminution in value of the Light Pole or Leased Premises, shall belong to the CITY. Furthermore, AT&T hereby waives any rights to claim and recover from the condemning authority, such compensation as may be separately awarded or recoverable by AT&T on account of any and all damage to AT&T's business and any costs or expenses incurred by AT&T in moving/removing its Light Pole, equipment, personal property, Antennae Facilities, and Improvements. The CITY will inform AT&T of the commencement of any eminent domain proceedings by any governmental authority.

25. Indemnification

(A) Disclaimer of Liability. The CITY shall not be liable for injury or damage occurring to any person or property arising out of AT&T's construction, maintenance, repair, use, operation, condition, or dismantling of the Light Pole or AT&T'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 shall survive the termination of this Agreement. AT&T 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 AT&T, 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 the construction, installation, operation, maintenance, use or condition of the Light Pole or AT&T's Antennae Facilities or AT&T'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 AT&T, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Light Pole or AT&T's 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 AT&T's installation, operation, maintenance, condition or use of the Light Pole or Antennae Facilities or AT&T'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, AT&T shall, upon notice from the CITY, at AT&T's sole cost and expense, resist and defend the same with legal counsel acceptable to the CITY; provided however, that AT&T 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 they are indemnified hereunder, without the prior written consent of AT&T.

(D) Notice, Cooperation, and Expenses. The CITY shall give AT&T 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 AT&T and participating in the defense of any litigation by the CITY's own counsel. AT&T 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 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 but shall not include attorneys fees for services that are unnecessarily duplicative of services provided the CITY by AT&T.

If AT&T requests the CITY to assist it in such defense then AT&T 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.

26. Insurance. During the term of the Lease, AT&T 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 AT&T, 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 incidental to the

installation of the Light Pole and Antennae Facilities. Upon completion of the installation of the Light Pole and Antennae Facilities, AT&T shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Light Pole and 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, AT&T may provide such insurance through a self-insurance fund sufficient to cover the liabilities mentioned above provided that AT&T shall furnish the CITY with a copy of the self-insurance plan and an independent expert opinion that the self-insurance plan and funding are actuarially sound.

27. Insurance Administration

(A) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims 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 required by this Agreement, except for worker's compensation policies, shall add the CITY as an additional insured.

(D) Evidence of Insurance. Certificates of insurance for each insurance policy required to be obtained by AT&T in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with the CITY annually during the term of the Lease. AT&T 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, AT&T may obtain such coverage through an affiliated entity known as American Ridge.

(G) Deductibles. The Insurance Certificates shall specify the deductibles for each type of insurance required by this Lease, except Worker's Compensation insurance. AT&T 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 Lease.

(H) Contractors. AT&T shall require each and everyone of its contractors and their subcontractors who install the Light Pole or perform work thereon, to carry, in full force and effect, workers' compensation, commercial general liability and automobile liability insurance coverages of

the type which AT&T is required to obtain under the terms of Section 26 above with appropriate limits of insurance.

(I) Failure to Maintain Insurance. If AT&T 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.

28. Hazardous Substance Indemnification

(A) AT&T represents and warrants that its use of the Leased Premises and Light Pole will not generate any hazardous substance, and it will not store or dispose on or near the Leased Premises nor transport to or near the Leased Premises any hazardous substance. AT&T further agrees to hold the CITY harmless from and indemnify it against any release of any such hazardous substance by AT&T, 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 of the Leased Premises and Light Pole will not generate any hazardous substance, and it will not store or dispose on or near the Leased Premises nor transport to or near the Leased Premises any hazardous substance, and it has no knowledge of any hazardous substances at the Leased Premises. The CITY further agrees to hold AT&T 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.

29. Acceptance of Leased Premises. By execution of this Lease, AT&T accepts the Leased Premises in the condition existing as of the Commencement Date. The CITY makes no representation or warranty with respect to the condition of the Leased Premises and the CITY shall not be liable for any latent or patent defect in the Leased Premises.

30. 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 Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which the Rent and other charges have been paid; (c) the party requesting the Estoppel Certificate is not in default under any provisions of the Lease; and (d) such other matters as the party may reasonably request.

31. 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: City Clerk
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801

If to AT&T, to: Walter Tanner
2400 Maitland Pkwy.
Suite 110
Maitland, Florida 32751

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

32. Assignment. AT&T may not assign this Lease without the prior written consent of the CITY which consent shall not be unreasonably withheld; provided, however, that AT&T may assign this Lease without the CITY's prior consent (but with prior written notice to the CITY) to any affiliate, subsidiary, or legal entity acquiring all of the assets of the AT&T, including but not limited to AT&T Corporation, or its affiliates or subsidiaries. Nothing in this Lease shall preclude the CITY from leasing other property for communications equipment to any person or entity which may be in competition with AT&T or any other party.

33. Financing. AT&T may pledge its equipment located on the Light Pole and this Lease as collateral for obtaining financing.

34. Miscellaneous

(A) The CITY and AT&T represent that each, respectively, has full right, power, and authority to execute this Lease.

(B) This Lease 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 Lease must be in writing and executed by both parties.

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

(D) If any term of this Lease is found to be void or invalid, such invalidity shall not

effect the remaining terms of this Lease which shall continue in full force and effect.

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

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

Attest: Grace A. Chewning
Grace A. Chewning, City Clerk

CITY OF ORLANDO, FLORIDA

Bill Boag
Mayor / Pro Tem

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

May 8, 2000.

Wesley C. Powell
Assistant City Attorney
Orlando, Florida

AT&T WIRELESS SERVICES OF
FLORIDA, INC., a Florida corporation

By: Walter Turner

Witnesses:

(1) Sign: Ronda R. Buza
Printed Name: Ronda R. Buza

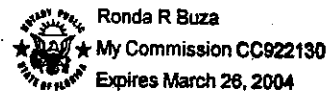
(2) Sign: Larry R. DeWitt
Printed Name: LARRY R. DEWITT

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 5th day of May, 2000,
by Walter Turner, the System 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 X Driver's License as identification.

Ronda R. Buza
Notary Public: CC922/30
Commission Expires: 3-24-04

c:Wes/Communication
AT&T Antenna Placement/05/06/98



**Legal description of 32.50' x 65.00' AT&T Lease Area
Based upon a boundary survey dated 4-14-2000
By Grusenmeyer-Scott, Inc.**

Beginning 240 feet East of the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 36, Township 22 South, Range 29 East, run thence East 137 ½ feet; thence South 154 feet; thence West 138.6 feet; thence North 114 feet; thence East 1.3 feet; thence North 40 feet to POINT OF BEGINNING.

AND

Begin at a point 948.25 feet West and 154 feet South of the Northeast corner of Section 36, Township 22 South, Range 29 East; run thence West 52 feet, South 154 feet; thence East 52 feet; thence North 154 feet to POINT OF BEGINNING.

AND LESS:

Begin at a point 168.9 feet East and 30 feet South of the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 36, Township 22 South, Range 29 East; run thence South 124 feet; thence East 40 feet; thence South 134.29 feet; thence East 118.66 feet; thence North 258.29 feet to a point; Thence West 158.66 feet more or less to the Point of Beginning. According to Public Records of Orange County, Florida.

being more particularly described as follows:

Begin at the Southwesterly corner of said parent tract, said Point of Beginning being referenced as follows:

1. A 1/2" iron rod located at the monumented Northwest corner of the "AND LESS" portion of said parent tract lies N 32°04'35" W, 301.85 feet from said Point of Beginning.
2. A 1/2" iron rod located S 00°02'54" E, 124.09 feet from said reference point 1, lies N 50°27'53" W, 206.87 feet from said Point of Beginning.
3. An axle located S 89°17'01" E, 39.33 feet from said reference point 2, lies N 42°30'03" W, 177.94 feet from said Point of Beginning.
4. A 1/2" iron rod lying 0.15 feet West and 0.3 feet North of the calculated position of the Southwest corner of the "AND LESS" portion of said parent tract lies S 88°53'44" W, 118.80 feet from said Point of Beginning.
5. A 1/2" iron rod lying 0.3 feet South of the calculated position of the Northwest corner of said parent tract lies N 00°21'56" W, 256.76 feet from said Point of Beginning.

Thence, leaving said Southwesterly corner and said Point of Beginning, run N 00°21'54" W, 65.00 feet; Thence run N 89°55'05" E, 32.50 feet; Thence run S 00°21'54" E, 65.00 feet to the present Northerly right of way line of the East-West Expressway, Thence run N 89°47'05" W, along said Northerly line 25.84 feet; Thence run S 88°45'55" W, along said Northerly line 6.66 feet to the Point of Beginning. Containing 2,110 square feet or 0.05 acres more or less.

**Non-Exclusive Easement For
Ingress/Egress and Utilities**

**Legal Description of 20.00' Wide Ingress/Egress and
Utility Easement based upon a boundary survey dated
4-14-2000 by Grusenmeyer-Scott, Inc.**

Beginning 240 feet East of the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 36, Township 22 South, Range 29 East, run thence East 137 ½ feet; thence South 154 feet; thence West 138.6 feet; thence North 114 feet; thence East 1.3 feet; thence North 40 feet to POINT OF BEGINNING.

AND

Begin at a point 948.25 feet West and 154 feet South of the Northeast corner of Section 36, Township 22 South, Range 29 East; run thence West 52 feet, South 154 feet; thence East 52 feet; thence North 154 feet to POINT OF BEGINNING.

AND LESS:

Begin at a point 168.9 feet East and 30 feet South of the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 36, Township 22 South, Range 29 East; run thence South 124 feet; thence East 40 feet; thence South 134.29 feet; thence East 118.66 feet; thence North 258.29 feet to a point; Thence West 158.66 feet more or less to the Point of Beginning. According to Public Records of Orange County, Florida.

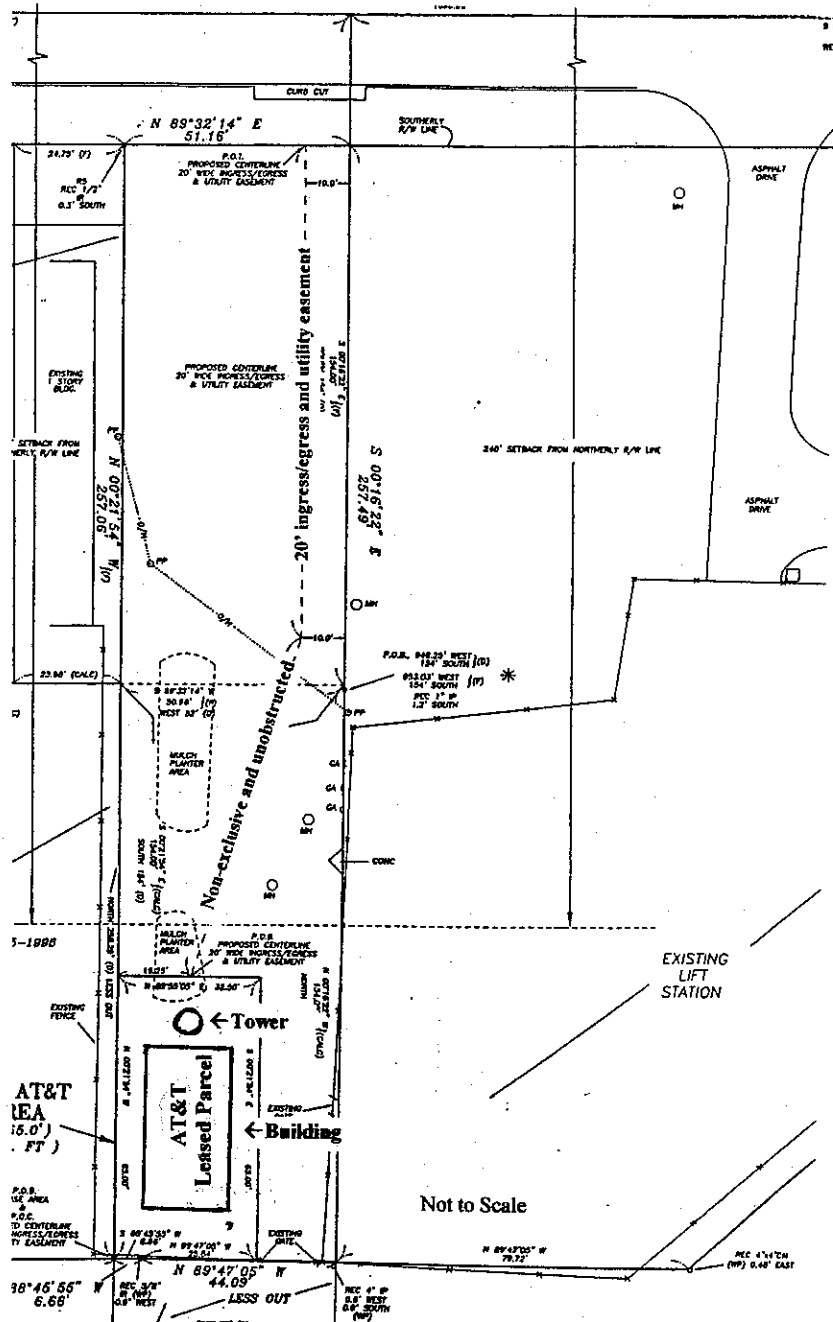
lying 10.00 feet on both sides of the following described centerline:

Commence at the Southwesterly corner of said parent tract, said Point of Commencement being referenced as follows:

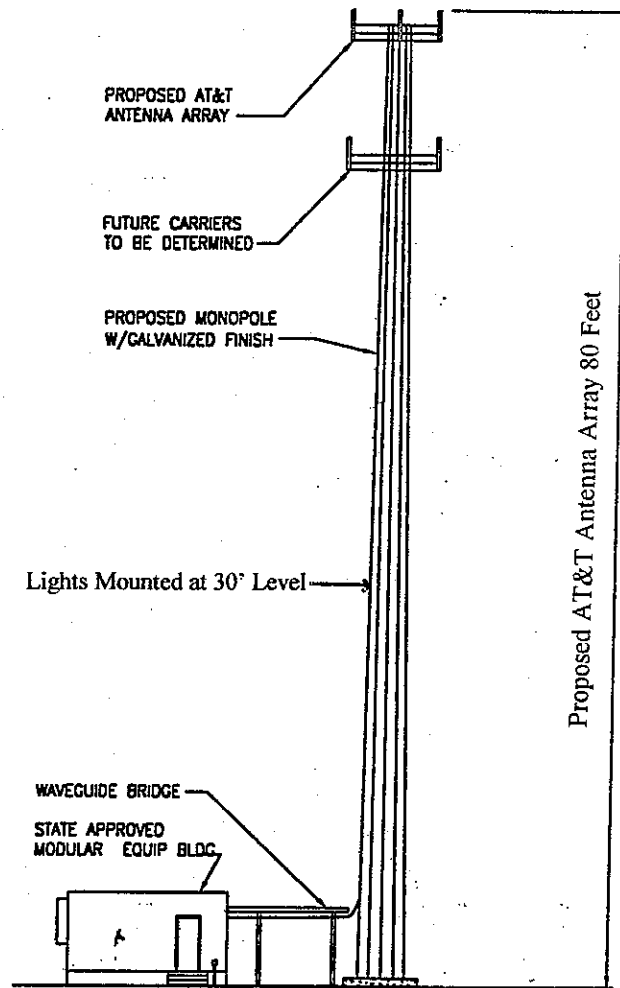
1. A 1/2" iron rod located at the monumented Northwest corner of the "AND LESS" portion of said parent tract lies N 32°04'35" W, 301.85 feet from said Point of Commencement.
2. A 1/2" iron rod located S 00°02'54" E, 124.09 feet from said reference point 1, lies N 50°27'53" W, 206.87 feet from said Point of Commencement.
3. An axle located S 89°17'01" E, 39.33 feet from said reference point 2, lies N 42°30'03" W, 177.94 feet from said Point of Commencement.
4. A 1/2" iron rod lying 0.15 feet West and 0.3 feet North of the calculated position of the Southwest corner of the "AND LESS" portion of said parent tract lies S 88°53'44" W, 118.80 feet from said Point of Commencement.
5. A 1/2" iron rod lying 0.3 feet South of the calculated position of the Northwest corner of said parent tract lies N 00°21'56" W, 256.76 feet from said Point of Commencement.

Thence, leaving said Southwesterly corner and said Point of Commencement, run N 00°21'54" W, 65.00 feet; Thence run N 89°55'05" E, 16.25 feet to the Point of Beginning; Thence run N 16°58'10" E, 82.98 feet to a point lying 10.00 feet, measured at right angles, Westerly of the Easterly line of said parent tract; Thence run N 00°16'22" W, parallel to said Easterly line, 113.00 feet to the Southerly right of way line of East South Street, being the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet at angle points and project boundary lines.

Diagram of Placement of Antennae Facilities On Monopole/Light Pole; Description of Antennae Facilities



**Diagram of Placement of Antennae Facilities
On Monopole/Light Pole;
Description of Antennae Facilities**



TOWER ELEVATION
NOT TO SCALE

**Diagram of Placement of Antennae Facilities
On Monopole/Light Pole;
Description of Antennae Facilities**

Equipment List

Antennas are DB878 or similar

Transmission line is 1 5/8" coax

Base Station Equipment is Ericson 884 or similar

Shelter is a 12'x28' Andrews or similar

PREPARED BY:
Stacey Frank
Frank & Gramling
P.O. Box 1991
100 N. Tampa Street, Suite 2500
Tampa, Florida 33601-1991

RETURN TO:
Denise Brown, Esquire
AT&T Wireless Services, Inc.
Legal Department
11760 North U.S Highway 1
North Palm Beach, Florida 33408

Cell Site No.: OR-95
State: Florida
County: Orange

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 8th day of May, 2000, by and between 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 (hereinafter described as "Lessor") and AT&T Wireless Services of Florida, Inc., a Florida corporation, having an office at 2400 Maitland Center Parkway, Suite 110, Maitland, Florida 32751 (AT&T) (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Lease Agreement ("Lease") on the 5th day of May, 2000, for the purpose of installing, operating, and maintaining a radio communications facility and other improvements ("Lessee's Equipment") upon Lessor's property located at 1220 East South Street, Orlando, Florida 32801. All of the foregoing are set forth in the Lease.

2. The term of the Lease is for an initial term of ten (10) years commencing on May 1, 2000 (Commencement Date) and ending on April 30, 2010, with one (1) successive five (5) year option to renew.

3. The land which is the subject of the Lease is described in Exhibit "A" annexed hereto. Lessee's location of Antennas is described in Exhibit "B" annexed hereto.

City Council Meeting: 4-17-00
Item: CC Documentary: 32857

This Memorandum Of Lease has been executed by the parties as of the date set forth above.

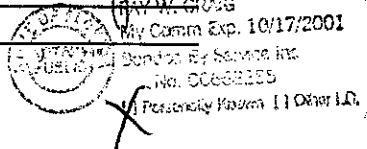
CITY OF ORLANDO, FLORIDA

Attest: Grace A. Chewning
Grace A. Chewning, City Clerk

Bill Bagley
Mayor / Pro Tem

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11 day of May, 2000, by Bill Bagley, and Grace A. Chewning, to me known as the Mayor/ Pro Tem and City Clerk respectively, of the City of Orlando, who acknowledged before me that they have executed the foregoing instrument for the purposes therein expressed, and that they were duly authorized to do so.

Fay W. Craig
Notary Public: _____
Commission Expires: _____


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

May 8, 2000.

Wendy C. Powell
Assistant City Attorney
Orlando, Florida

LESSEE - AT&T WIRELESS SERVICES, INC.

By: [Signature]
Name: Walter D. Tanner
Title: System Development Manager, Network Realization

Witnesses:

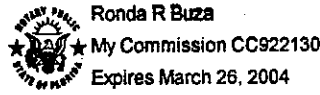
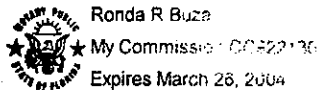
(1) Sign: Ronda R. Buza
Printed Name: Ronda R. Buza

(2) Sign: [Signature]
Printed Name: Larry Holt Downs

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5th day of May, 2000, by Walter D. Tanner, the System Development Manager, Network Realization of AT&T Wireless Services, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced X as identification.

Ronda R. Buza
Notary Public: CC922130
My Commission Expires: 3-26-04



c:WCP/Communication Tower
AT&T Antenna Placement
04/26/2000 7:57

**Legal description of 32.50' x 65.00' AT&T Lease Area
Based upon a boundary survey dated 4-14-2000
By Grusenmeyer-Scott, Inc.**

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AND

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AND LESS:

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