WATER TOWER LEASE AGREEMENT

This Agreement, made this 29th day of May, 2002, between the City of Lake Wales, a municipal corporation of the State of Florida, with its principal mailing address of 201 Central Avenue, Lake Wales, FL 33859, Tax ID # 59-6000357 hereinafter designated LESSOR and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless f/k/a PrimeCo Personal Communications, L.P., with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Water Tower ("Tower"), located at Sessoms and Market Street, County of Polk, State of Florida, as more particularly described in O.R. Book 510 at Page 626 as recorded in the Office of Polk County (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land sufficient for the installation of LESSEE's equipment building as shown on Exhibit "A", attached hereto and made a part hereof together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a ten (10') foot wide right-of-way extending from the nearest public right-of-way, Market Street, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises and right-of-way are collectively referred to hereinafter as the "Premises".

Notwithstanding anything contained herein to the contrary, LESSOR shall provide to LESSEE unlimited access to the Premises, without prior notice, during the business hours of 7:00 a.m. through 5:00 p.m., seven (7) days per week. During the non-business hours of 5:00 p.m. through 7:00 a.m., seven days per week, LESSEE shall be required to provide to LESSOR a time (the "Access Time") that LESSEE will require access to the Premises, said Access Time shall be no less than thirty (30) minutes from the time that said notice is provided to LESSOR. Upon the granting of such notice, a representative of the LESSOR shall grant to LESSEE access to the Premises, at no cost to LESSEE, for at least thirty (30) minutes after the Access Time.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM. This Agreement shall be effective as of the date of execution by both parties, provided however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Twenty Two Thousand Eight Hundred Dollars ($22,800.00) to be paid in equal monthly installments on the first day of the month, in advance, to the City of Lake Wales or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date

LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Twenty Six Thousand Two Hundred Twenty Dollars ($26,220.00); the second (2nd) five (5) year extension term shall be increased to Thirty Thousand One Hundred Fifty Three Dollars ($30,153.00); the third (3rd) five (5) year extension term shall be increased to Thirty Four Thousand Six Hundred Seventy Five Dollars and Ninety Five Cents ($34,675.95); and the fourth (4th) five (5) year extension shall be increased to Thirty Nine Thousand Eight Hundred Seventy Seven Dollars and Thirty Four Cents ($39,877.34).

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to 115% of the annual rental payable with respect to the immediately preceding five (5) year term.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Property is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the

Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment existing as of the date this Agreement is executed by the Parties of the LESSOR or other lessees of the Property. In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

11. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

12. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

13. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than $1,000,000 for injury to or death of one or more persons in any one occurrence and $500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

15. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to

remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to sell all or any portion of the Property, whether separately or as part of the larger parcel of which the Property are a part, the LESSEE shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after notice thereof from LESSOR, LESSOR may sell the Property or portion thereof to such third person in accordance with the terms and conditions of his offer. For purposes of this Paragraph, any transfer, bequest or devise of the LESSOR's interest in the Property as a result of the death of the LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which the LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Lake Wales
Attn: Water Division Manager
201 Central Avenue
Lake Wales, FL 33859-1320

LESSEE: Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

b. LESSOR hereby represents, to the best of its knowledge and belief that, other than lead based paint, there are no hazardous substances or conditions of noncompliance with environmental requirements or environmental damages located on, at or under the Premises. Neither party will allow any hazardous substances including without limitation any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous

materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. Each party covenants to indemnify and hold the other party harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs (collectively, **"Claims"**) arising from the indemnitor's material misrepresentations or from existing or future discharge (either intentionally or accidentally) of such matters on the Premises caused by the indemnitor or its predecessors in interest, agents, licensees or assigns.

It is possible that during LESSEE's installation of its Communications Equipment, the lead based paint on the Tower will be disturbed. In such event, LESSEE and its contractors will be responsible for taking reasonable steps to protect themselves (as well as the surrounding area/people) from any lead based paint that is "released" during the Communications Equipment installation process. In regard to any lead paint that must be removed from the Tower for installation of LESSEE's equipment (except in the case where LESSEE was grossly negligent during such removal), or excavated media that requires off-site disposal because it is not suitable to be returned to the ground from which it was removed pursuant to any law, LESSOR shall execute any and all manifests for such disposal as, and hereby acknowledges that it is, the "owner" and "generator" of such waste or contaminated media, and that it is the "arranger" for such disposal. LESSOR will not be responsible for the actual cost of disposal, which shall be borne by LESSEE.

LESSOR also indemnifies and holds harmless LESSEE in regard to any Claims brought against LESSEE that alleges that LESSEE is liable for (1) any of LESSOR's past, present or future uses, actions, equipment, or occupancy of the Premises or any use of or impact to any of the surrounding property, all as regarding any releases or threats of release of, or the disposal of, lead-based paint to or in, the environment, where such lead based paint came to be located in the environment due to the actions of LESSOR or its predecessors in interest, agents, assigns or contractors; and (2) any theory that LESSEE liable as the "owner, operator or lessee of", or in any way responsible for, any condition of pollution at the Premises or surrounding area due to its being contaminated by lead-based paint, or that LESSEE exacerbated any existing pollution or disposal, or caused a release, by working in the soils and groundwater of the Premises or the surrounding area. Further, LESSEE's indemnification of LESSOR specifically excludes any Claims brought against or by LESSOR where there is any allegation that LESSEE (1) released, disposed of or caused pollution or other environmental impact or (2) is strictly liable for environmental conditions at the Premises or in the surrounding area or (3) is responsible for any legal violation, as to all of the preceding due to: LESSEE's mere presence on the Premises as a LESSEE, or LESSEE's excavations of soil, or the handling or disposal of soil or groundwater at the Premises or the presence of such soil or groundwater at any remote disposal location, including the handling of soil or groundwater in access areas and trenching areas, unless said soil or groundwater was impacted by substances other than lead-based paint, and which substances LESSEE or its agents brought onto, or caused to be brought onto and subsequently released to or disposed on, the Premises.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

30. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs

and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

31. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their irrespective seals the day and year first above written.

LESSOR:

City of Lake Wales,
a municipal corporation of the State of Florida

By: Anthony G. Otte
Name: Anthony G. Otte
Title: City Manager
Date: 5/14/02

ATTEST:

By: Lorraine Coughlin
City Clerk

WITNESSES:

Kate Eaton
Print Name

Betty Johnson
Print Name

LESSEE:

Verizon Wireless Personal Communications LP,
a Delaware limited partnership d/b/a Verizon Wireless
f/k/a PrimeCo Personal Communications, L.P.

By: H H Bower
Name: Howard H. Bower
Title: Area Vice President - Network South Area
Date: 5/29/02

EXHIBIT "A"
Legal Description and Site Depiction from Survey
Page 1 of 2

LEGAL DESCRIPTION OF PARENT TRACT

LOTS 1, 2, 3, & 4 IN BLOCK 22 OF ORIGINAL TOWN OF LAKE WALES, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 88, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LEGAL DESCRIPTION OF VERIZON WIRELESS LEASE PARCEL:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 22, ORIGINAL TOWN OF LAKE WALES; THENCE RUN S89°37'25"W ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOTS 1 & 2, A DISTANCE OF 83.21 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY; RUN N00°00'00"W, A DISTANCE OF 58.52 FEET TO THE POINT OF BEGINNING; THENCE RUN N90°00'00"W A DISTANCE OF 24.00 FEET; THENCE RUN N00°00'00"W A DISTANCE OF 10.00 FEET; THENCE RUN S90°00'00"E A DISTANCE OF 24.00 FEET; THENCE RUN S00°00'00"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID LEASE PARCEL CONTAINING 240 SQUARE FEET OR 0.006 ACRES, MORE OR LESS.

LEGAL DESCRIPTION OF ACCESS/UTILITY EASEMENT:

TOGETHER WITH A 10 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS/EGRESS & UTILITY PURPOSES, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

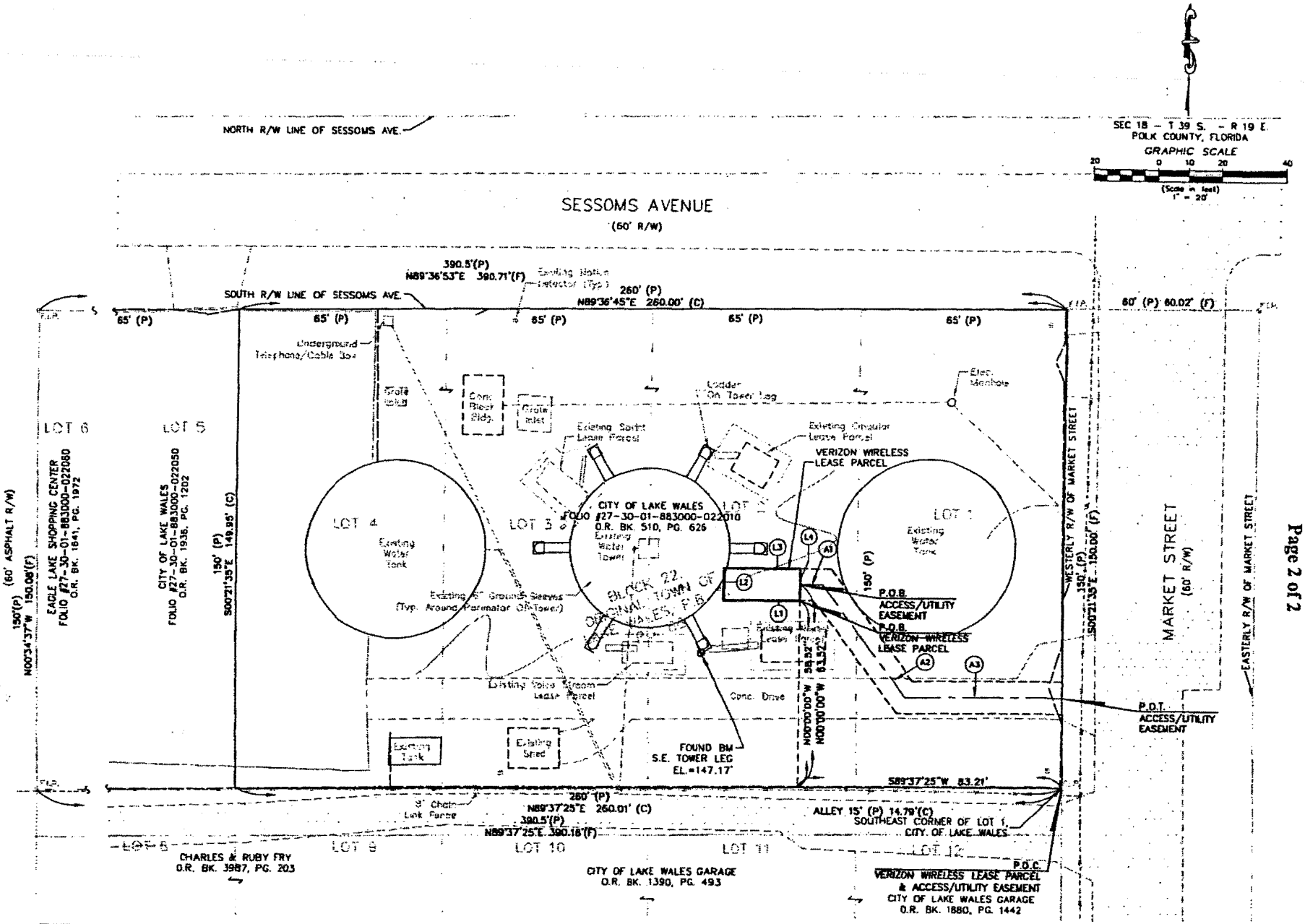
COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 22, ORIGINAL TOWN OF LAKE WALES; THENCE RUN S89°37'25"W ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOTS 1 & 2, A DISTANCE OF 83.21 FEET; THENCE RUN N00°00'00'W, A DISTANCE OF 63.52 FEET TO THE POINT OF BEGINNING; THENCE RUN S90°00'00"E A DISTANCE OF 7.12 FEET; THENCE RUN S36°25'23"E A DISTANCE OF 43.68 FEET; THENCE RUN N89°37'25"E A DISTANCE OF 49.97' FEET TO THE WEST RIGHT-OF-WAY LINE OF MARKET STREET & THE POINT OF TERMINATION.

THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR LENGTHENED TO FORM ONE CONTIGUOUS SHAPE.

Lessee is referred to on this exhibit as Verizon Wireless

Lessee Site ID: Lake Wales Water Tower 82165-4

EXHIBIT "A"
Legal Description and Site Depiction from Survey
Page 2 of 2



SPECIFIC PURPOSE SURVEY

ACCESS & UTILITY EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
A1	S90°00'00"E	7.12'
A2	S36°25'23"E	43.68'
A3	N89°37'25"E	49.97'

VERIZON WIRELESS LEASE PARCEL LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N90°00'00"W	24.00'
L2	N00°00'00"W	10.00'
L3	S90°00'00"E	24.00'
L4	S00°00'00"E	10.00'

NOTE: A backup power self contained propane generator will be located within Verizon Wireless' 10' x 24' lease parcel

EXHIBIT "B"

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS:	(up to 9) Cellwave APL199016-42TO @ 125' Orientation: 0°, 120°, 240°
Diameter of transmission line:	Not to exceed 1 5/8"