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RESOLUTION R2001-145

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH PRIMECO PERSONAL COMMUNICATIONS, LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS RELATING TO THE CONSTRUCTION OF THE REPLACEMENT TELECOMMUNICATIONS TOWER AT THE WATER TREATMENT PLANT LOCATED AT 1100 WELLINGTON TRACE, WELLINGTON, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an existing 265-foot telecommunications tower is maintained by the Village at the Water Treatment Plant located at 1100 Wellington Trace; and

WHEREAS, the antennas for the Village, the Florida Highway Patrol, and amateur radio operators are located on the tower; and

WHEREAS, structural reports indicate that the existing tower requires major renovations or replacement; and

WHEREAS, Ordinance 2001-13 authorizes the Village Council to approve the construction of a replacement tower at the Water Treatment Plant after public hearing; and

WHEREAS, a public hearing was held by the Village Council on December 11, 2001; and

WHEREAS, the after the public hearing the Village Council approved Resolution R2001-144 authorizing the construction of a replacement tower; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village of Wellington to enter into an agreement with PrimeCo Personal Communications, Limited Partnership d/b/a Verizon Wireless to construct the replacement tower; and

WHEREAS, an agreement has been prepared and is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The Village Council hereby approves the Agreement between the Village of Wellington and PrimeCo Personal Communications, Limited Partnership d/b/a Verizon Wireless and hereby authorizes the Mayor and Village Clerk to execute the Agreement.

1 PASSED AND ADOPTED this 11 day of December, 2001.

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3 ATTEST:

VILLAGE OF WELLINGTON, FLORIDA

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6 BY: Awilda Rodriguez
7 Awilda Rodriguez, Village Clerk

BY: Thomas M. Wenham
Thomas M. Wenham, Mayor

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10 APPROVED AS TO FORM AND
11 LEGAL SUFFICIENCY

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13 BY: Christine P. Tatum
14 Village Attorney
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Prepared By and Returned To:

**Verizon Wireless Personal Communications LP
777 Yamato Road
Suite 600
Boca Raton, Florida 33431**

MEMORANDUM OF LICENSE AGREEMENT

This Memorandum made this 11 day of December, 2001, between the Village of Wellington, a municipal corporation of the State of Florida, with its mailing address located at 14000 Greenbriar Boulevard, Wellington, Florida 33414-7615, hereinafter designated LICENSOR and Verizon Wireless Personal Communications LP, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LICENSEE.

1. LICENSOR and LICENSEE entered into a certain license agreement ("Agreement") on December 11, 2001 for a term of 12 ½ years with the right to renew for 4 additional 5-year terms plus automatic 5-year renewals thereafter unless terminated in accordance with the terms of the Agreement.

2. In consideration of the license fee set forth in the Agreement, LICENSOR granted to LICENSEE a license to occupy and use a portion of that certain parcel of property (the entirety of LICENSOR's property is referred to hereinafter as the Property), located at 1100 Wellington Trace, Wellington, Florida 33414, and being described as a 15' by 25' parcel containing 375 square feet, know as PARCEL A of EASTWOOD OF WELLINGTON, 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 twenty (20') foot wide easement extending from the nearest public right-of-way, Wellington Trace, to the demised premises, said demised premises and easement (hereinafter collectively referred to as the "Premises") for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. LICENSOR further granted LICENSEE the right to use certain space on the communications tower located on the Property.

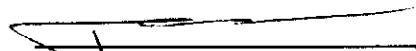
3. The Agreement commences on the first (1st) day of the month following the date the Agreement was executed by the parties or the first (1st) day of the month following the date LICENSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last. A copy of the Agreement is on file in the office of the LICENSOR and LICENSEE.

4. The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LICENSOR and LICENSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LICENSOR and LICENSEE have caused this Memorandum to be duly executed as of the date first written above.

LICENSOR:

VILLAGE OF WELLINGTON



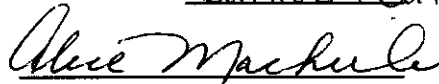
WITNESS

Print Name: Janice Rutan

By: 

Name: THOMAS M. WENHAM

Title: MAYOR



WITNESS

Print Name: Alice Machule

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 

Village Attorney

LICENSEE:

VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP



WITNESS

Print Name: Kate Eaton

By: 

Name: Howard H. Bower

Title: Area Vice President, Network, South Area



WITNESS

Print Name: Betty Johnson

STATE OF FLORIDA)

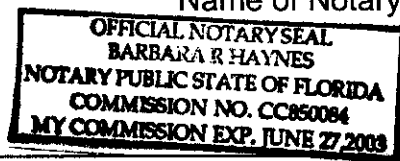
: ss.

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11th day of December, 2001, by Thomas M. Wenham, Mayor of the Village of Wellington, Florida, a municipal corporation of the State of Florida, on behalf of said Village, who is personally known to me.

Notary Public Barbara R. Haynes

Name of Notary Printed: Barbara R. Haynes



(NOTARY SEAL)

My commission expires: _____

STATE OF North Carolina

: ss.

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 7th day of December, 2001, by Howard H. Bower, as Area Vice President, Network, South Area, of VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, a Delaware limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

Notary Public: Cheryl L. Butterworth

Name of Notary Printed: Cheryl L. Butterworth

(NOTARY SEAL)

My commission expires: _____

My commission number is: _____

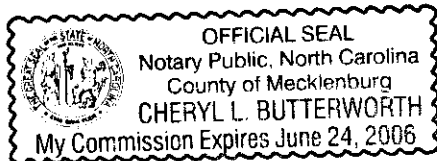


EXHIBIT "A"

(Attach Sketch of Property)

DESCRIPTION OF PARENT TRACT

Parcel "A", EASTWOOD OF WELLINGTON, according to the Plat thereof, as recorded in Plat Book 32, Pages 90 and 91, of the Public Records of Palm Beach County, Florida.

DESCRIPTION OF LICENSEE LEASE PARCEL

A parcel of land lying in the Northwest 1/4 of Section 11, Township 44 South, Range 41 East, Palm Beach County, Florida, being a portion of Parcel "A", EASTWOOD OF WELLINGTON, according to the Plat thereof, as recorded in Plat Book 32, Pages 90 and 91, of the Public Records of Palm Beach County, Florida, said parcel more particularly described as follows:

Commencing at the most Westerly corner of said Parcel "A", said point lying at the intersection of the Southeasterly right-of-way (r/w) line of Acme Improvement District Canal C-14 (100' r/w) and the Northeasterly r/w line of Wellington Trace (80' r/w), proceed South 38° 45' 30" East along said Northeasterly r/w line of Wellington Trace a distance of 598.49 feet; thence departing said r/w line, North 51° 14' 30" East, perpendicular to the last said line, a distance of 867.68 feet to the POINT OF BEGINNING; thence North 08° 58' 28" West a distance of 15.00 feet; thence North 81° 01' 32" East a distance of 25.00 feet; thence South 08° 58' 28" East a distance of 15.00 feet; thence South 81° 01' 32" West a distance of 25.00 feet to the POINT OF BEGINNING.

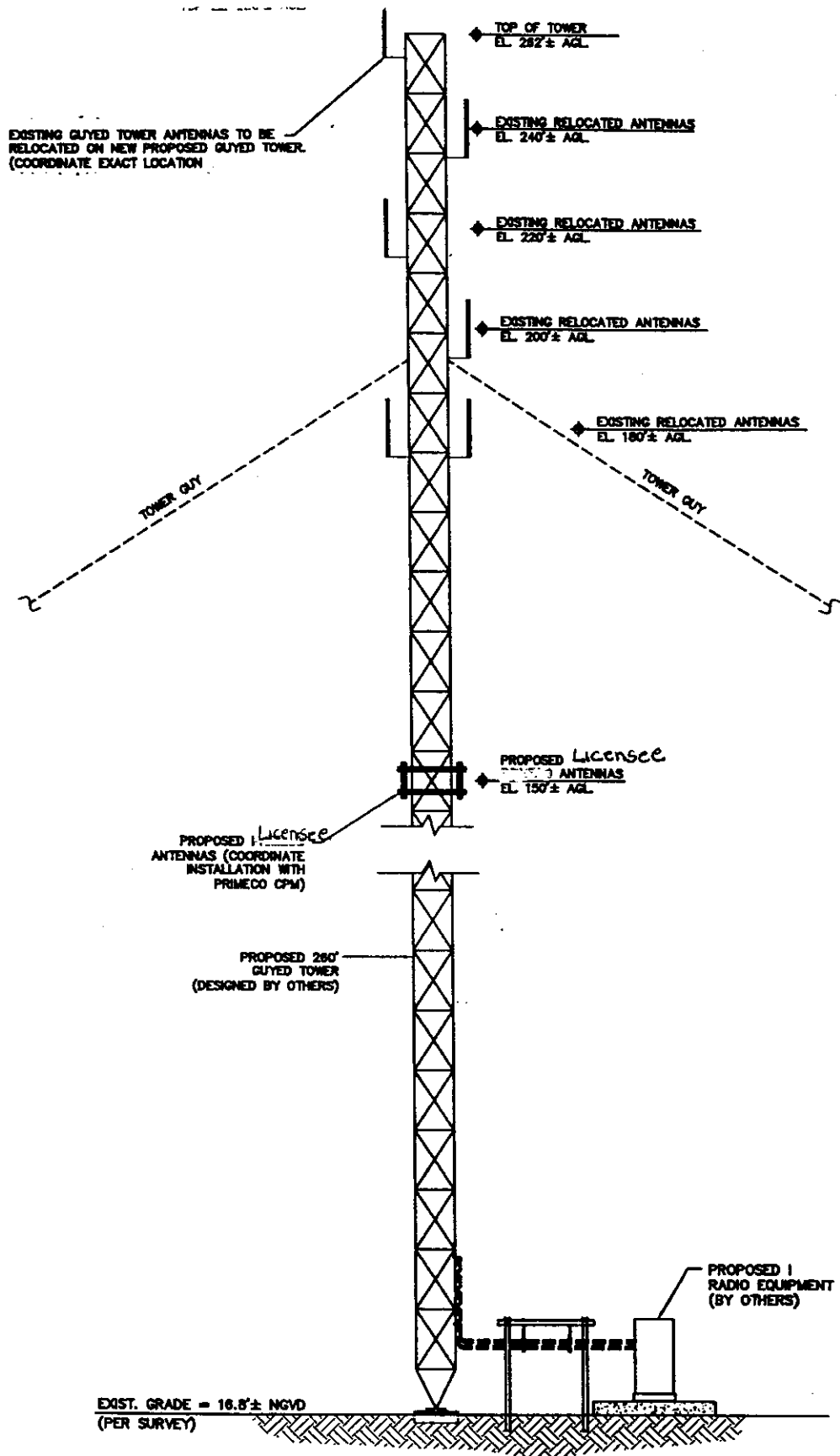
Containing an area of 375 square feet.

DESCRIPTION OF INGRESS/EGRESS & UTILITY EASEMENT

A 20 foot wide strip of land lying in the Northwest 1/4 of Section 11, Township 44 South, Range 41 East, Palm Beach County, Florida, being a portion of Parcel "A", EASTWOOD OF WELLINGTON, according to the Plat thereof, as recorded in Plat Book 32, Pages 90 and 91, of the Public Records of Palm Beach County, Florida, the sidelines of said 20 foot wide strip of land lying 10 feet on each side of the following described centerline:

Commencing at the most Westerly corner of said Parcel "A", said point lying at the intersection of the Southeasterly right-of-way (r/w) line of Acme Improvement District Canal C-14 (100' r/w) and the Northeasterly r/w line of Wellington Trace (80' r/w), proceed South 38° 45' 30" East along said Northeasterly r/w line of Wellington Trace a distance of 192.10 feet to the POINT OF BEGINNING of the herein described centerline; thence departing said r/w line, North 51° 14' 30" East, perpendicular to the last said line, a distance of 760.97 feet; thence North 74° 26' 57" East a distance of 76.41 feet; thence South 78° 24' 44" East a distance of 82.03 feet; thence South 39° 03' 47" East a distance of 305.84 feet to the POINT OF TERMINATION of the herein described centerline, said point lying on the Northerly line of a 15'x25' lease parcel, and being distant North 81° 01' 32" East, 11.56 feet from the Northwestern corner of said lease parcel.

The sidelines of said 20 foot wide strip of land to be extended or trimmed as necessary to meet said Northerly line of the 15'x25' lease parcel.



NOTE: ALL EXISTING & PROPOSED ATTACHMENTS TO TOWER
BASED ON STRUCTURAL ANALYSIS BY OTHERS.
NOTE: EXISTING EQUIPMENT FOR OTHER CARRIERS
NOT SHOWN FOR CLARITY.

Exhibit A page 2

ANTENNA INSTALLATION

LICENSE AGREEMENT

This Agreement, made this 11 day of December, 2001 between the Village of Wellington, a municipal corporation of the State of Florida, with its mailing address located at 14000 Greenbriar Boulevard, Wellington, Florida 33414-7615, hereinafter designated LICENSOR and Verizon Wireless Personal Communications LP, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LICENSEE. The LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LICENSOR hereby grants to LICENSEE a license to occupy and use a portion of that certain parcel of property (the entirety of LICENSOR's property is referred to hereinafter as the Property), located at 1100 Wellington Trace, Wellington, Florida 33414, and being described as a 15' by 25' parcel containing 375 square feet, know as PARCEL A of EASTWOOD OF WELLINGTON, 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 twenty (20') foot wide easement extending from the nearest public right-of-way, Wellington Trace, to the demised premises, said demised premises and easement (hereinafter collectively referred to as the "Premises") for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the aforementioned easement, the LICENSOR hereby agrees to grant an additional easement either to the LICENSEE or to the public utility at no cost to the LICENSEE.

LICENSOR hereby further grants to LICENSEE a license to use certain space on the New Tower (as defined below) to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto. LICENSEE's antennas shall be installed on the New Tower at an approximate height of 150 feet, AGL. LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said New Tower. Subject to LICENSEE's rights hereunder (including without limitation the interference provisions set forth in Section 10 of this Agreement), Licensor shall have the right to permit others to use its New Tower.

2. SURVEY. LICENSOR also hereby grants to LICENSEE the right to survey the Property and the 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 LICENSEE.

3. TERM. This Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for twelve and one-half (12 1/2) years and shall commence on the Commencement Date (as hereinafter defined) at which time license payments will be due at an annual rate of Twelve Thousand and 00/100 Dollars (\$12,000.00), plus applicable sales taxes, to be paid annually, commencing on the Commencement Date, in advance, to LICENSOR or to such other person, firm or place as the LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. Rent shall increase on each anniversary of the Commencement Date during the initial and any option terms by an amount equal to four percent (4%) per annum above the amount of rental in effect immediately prior to such increase. 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 LICENSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

If permitted by the local utility company servicing the Property, LICENSEE shall furnish and install an electrical sub meter at the Property for the measurement of electrical power used by LICENSEE. The LICENSEE shall be responsible for all costs associated with the same, including but not limited to, utility consumption and usage, hook up fees and any other charges. LICENSEE shall pay for its own power consumption used thirty (30) days after receipt of an invoice from LICENSOR indicating the usage amount, if the same can not be separately metered. If any payment is not received by LICENSOR within said 30 days, LICENSEE agrees to pay a late fee of 1.5% per month of the outstanding balance until paid.

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

5. INTENTIONALLY DELETED.

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.

7. USE; GOVERNMENTAL APPROVALS. LICENSEE 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 LICENSEE (not including the access easement). All improvements shall be at LICENSEE's expense and the installation of all improvements shall be at the discretion and option of the LICENSEE. LICENSEE 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. Notwithstanding the foregoing, any modifications by the LICENSEE shall comply with all Federal, State and local laws, rules, regulations, ordinances, codes and conditions which are necessary for such replacement, repair, addition or modification as contemplated herein. LICENSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LICENSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LICENSEE's ability to use the Premises 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 LICENSEE use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE 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 LICENSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LICENSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LICENSEE determines that the Premises is no longer technically compatible for its intended use, LICENSEE shall have the right to terminate this Agreement. Notice of the LICENSEE's exercise of its right to terminate shall be given to LICENSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LICENSEE. All rentals paid or owed to said termination date shall be retained by the LICENSOR. 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. LICENSOR agrees the LICENSEE shall have free access to the New Tower at all times for the purpose of installing and maintaining its equipment.

9. TOWER COMPLIANCE. LICENSOR covenants that it will keep the New Tower in good repair as required by all federal, state, county, and local laws. The LICENSOR 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 LICENSOR fails to make such repairs including maintenance the LICENSEE may make the repairs and the reasonable costs thereof shall be payable to the LICENSEE by the LICENSOR on demand. If the LICENSOR does not make payment to the LICENSEE within thirty (30) days after such demand, the LICENSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LICENSEE to the LICENSOR.

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

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

10. INTERFERENCE. LICENSEE agrees to install 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 LICENSOR or other lessees/licensees of the Property. In the event LICENSEE's equipment causes such interference, and after LICENSOR has notified LICENSEE of such interference, LICENSEE will take all steps necessary to correct and eliminate the interference. LICENSOR agrees that LICENSOR and any other tenants/users 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 LICENSEE. 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. INDEMNIFICATION. LICENSEE shall indemnify and hold the LICENSOR 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 LICENSEE including, but not limited to, the LICENSEE's or its servants or agents negligence, gross negligence or willful or wanton acts, excepting, however, such claims or damages caused by the acts or omissions of LICENSOR, or its agents, including, but not limited to its negligence, gross negligence, willful or wanton acts. As to the LICENSOR, F.S. 768.28 shall govern this provision. The parties hereto represent and warrant that the indemnification herein is supported by adequate consideration.

12. INSURANCE. LICENSEE, at its own cost and expense, 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.

LICENSOR agrees that LICENSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy, provided LICENSEE maintains a net worth of \$25 million dollars. LICENSEE shall furnish the LICENSOR certificates of insurance which shall include a provision that LICENSEE's insurance company shall endeavor to give LICENSOR at least thirty (30) days written notice prior to cancellation of said insurance policy. The LICENSEE shall include the LICENSOR as an additional insured on the General Liability insurance policy required by the Agreement.

13. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, and provided LICENSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LICENSOR by LICENSEE, LICENSEE 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 LICENSOR.

14. REMOVAL UPON TERMINATION. LICENSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures, and all personal property except fencing and otherwise restore the Premises to its original condition, reasonable wear and tear and casualty excepted. LICENSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LICENSEE except fencing shall remain the personal property of the LICENSEE and the LICENSEE 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 LICENSEE to remain on the Premises after termination of this Agreement, LICENSEE 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. Further LICENSEE shall not interfere with the LICENSOR's or its tenants and or users use of the New Tower as it relates to removing its property as contemplated in this provision.

15. INTENTIONALLY DELETED.

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

17. QUIET ENJOYMENT. LICENSOR covenants that LICENSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold, and enjoy the Premises.

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

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LICENSOR and LICENSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LICENSOR or LICENSEE 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 and 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.

20. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

21. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LICENSEE'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; or to any entity which acquires or receives an interest in the majority of communication towers of the LICENSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned, or transferred without the written consent of the LICENSOR, which such consent will not be unreasonably withheld or delayed. LICENSEE may sublet the Premises within its sole discretion, upon notice to LICENSOR. Any sublease that is entered into by LICENSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs, and legal representatives of the respective parties hereto.

22. 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):

LICENSOR: Village of Wellington
14000 Greenbriar Boulevard
Wellington, Florida 33414

LICENSEE: Verizon Wireless Personal Communications LP
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.

23. DEFAULT. In the event there is a default by the LICENSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LICENSOR shall give LICENSEE written notice of such default. After receipt of such written notice, the LICENSEE 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 LICENSEE 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 LICENSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LICENSOR may not maintain any action or effect any remedies for default against the LICENSEE unless and until the LICENSEE has failed to cure the same within the time periods provided in this Paragraph.

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 LICENSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LICENSOR 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 LICENSOR's interest and also LICENSEE's right to remain in occupancy of and have access to the Premises as long as LICENSEE is not in default of this Agreement. LICENSEE 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 LICENSOR immediately after this Agreement is executed, will obtain and furnish to LICENSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LICENSOR defaults in the payment and/or

other performance of any mortgage or other security interest encumbering the Property, LICENSEE, may, at its sole option and without obligation, cure or correct LICENSOR's default and upon doing so, LICENSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LICENSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LICENSEE to cure or correct such defaults.

26. RECORDING. LICENSOR agrees to execute a Memorandum of this Lease Agreement which LICENSEE 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. ENVIRONMENTAL. LICENSOR 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 LICENSEE.

28. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forth-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 LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to LICENSOR. 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.

29. CONDEMNATION. In the event of any condemnation of the Property, LICENSEE may terminate this Lease upon fifteen (15) days written notice to LICENSOR if such condemnation may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days. LICENSEE 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.

30. 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.

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

32. SURVIVAL. The provisions of the Agreement relating to indemnification 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.

33. 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.

34. ADDITIONAL TERMS. LICENSEE, at its sole cost and expense, shall replace LICENSOR's existing 265-foot guyed tower located on the Property (the "Old Tower") with a 265-foot guyed tower of similar visual design and dimensions to be located on a different portion of the Property (the "New Tower"). LICENSEE, at its sole cost, agrees to relocate from the Old Tower to the New Tower:

- a. Certain telecommunications equipment owned and operated by LICENSOR at 180 and 200 feet AGL ("LICENSOR's Equipment");
- b. Certain telecommunications equipment owned and operated by the Florida Department of Highway Patrol at 260 feet AGL ("DHP's Equipment"); and
- c. Certain HAM radio communications equipment owned and operated by third parties at 220 and 240 feet AGL ("HAM Equipment").

Said equipment relocations shall be performed by LICENSEE in accordance with manufacturer's specifications, which specifications shall be provided by LICENSOR to LICENSEE within thirty (30) days of the Commencement Date. Prior to any equipment relocation, LICENSOR shall obtain and deliver to LICENSEE written consents from DHP and each owner of HAM Equipment authorizing LICENSEE to relocate its equipment. Said written consents shall contain a provision whereby DHP and said HAM Equipment owners agree to waive any and all claims for damages against LICENSEE arising out of LICENSEE's relocation and installation of DHP's Equipment or HAM Equipment (as applicable), except for claims and liabilities arising out of LICENSEE's negligence. LICENSOR also agrees to waive any and all claims for damages against LICENSEE arising out of LICENSEE's relocation and installation of LICENSOR's Equipment, except for claims and liabilities arising out of LICENSEE's negligence.

Prior to construction and installation of the New Tower on the Property, LICENSEE shall furnish, for review and approval by LICENSOR, which approval shall not be unreasonably withheld, delayed or conditioned, plans and specifications for such construction and installation.

Upon completion of construction of the New Tower in accordance with said plans and specifications and receipt of all final approvals and certificates by any Federal, State, or Local governmental entity, LICENSEE shall:

- (i) Provide written notice to LICENSOR of such completion and within thirty (30) days of delivery of such notice, LICENSEE shall commence relocation of LICENSOR's Equipment, DHP's Equipment and HAM Equipment from the Old Tower to the New Tower, provided LICENSOR has delivered to LICENSEE the requisite written consents from DHP and said HAM Equipment owners.
- (ii) Dismantle, remove and dispose of the Old Tower from the Property within thirty (30) days of receipt of written notification by LICENSOR that the Old Tower can be removed, provided LICENSOR has delivered to LICENSEE the requisite documents transferring ownership of the Old Tower to LICENSEE.
- (iii) LICENSEE shall convey ownership of the New Tower to LICENSOR "AS IS" and without any warranty or representation regarding the suitability of the New Tower for any particular purpose of use, and shall assign any manufacturer's warranty of the New Tower to LICENSOR. LICENSEE represents and warrants that all work will be done in a workmanlike manner in accordance with all local codes, rules, and regulations, including, but not limited to, EIA/TIA-222F.

Notwithstanding any provision of this Agreement to the contrary, LICENSEE shall have the right at any time prior to commencing construction of the New Tower, to terminate this Agreement (including its obligation to construct the New Tower). Notice of the LICENSEE's exercise of its right to terminate shall be given to LICENSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LICENSEE. 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.

(The remainder of this page left intentionally blank)

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

LICENSOR:

VILLAGE OF WELLINGTON

By: Thomas M. Wenham
Name: THOMAS M. WENHAM
Title: MAYOR

WITNESS

Print Name: Janice C. Rutan

Alice Machiela

WITNESS

Print Name: Alice Machiela

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Christine P. Tatum
Village Attorney

LICENSEE:

VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP

By: Howard H. Bower
Name: Howard H. Bower
Title: Area Vice President, Network, South Area

WITNESS

Print Name: Kate Eaton

Betty Johnson

WITNESS

Print Name: Betty Johnson

EXHIBIT "A"

(Sketch of Property)

DESCRIPTION OF PARENT TRACT

Parcel "A", EASTWOOD OF WELLINGTON, according to the Plat thereof, as recorded in Plat Book 32, Pages 90 and 91, of the Public Records of Palm Beach County, Florida.

DESCRIPTION OF LICENSEE LEASE PARCEL

A parcel of land lying in the Northwest 1/4 of Section 11, Township 44 South, Range 41 East, Palm Beach County, Florida, being a portion of Parcel "A", EASTWOOD OF WELLINGTON, according to the Plat thereof, as recorded in Plat Book 32, Pages 90 and 91, of the Public Records of Palm Beach County, Florida, said parcel more particularly described as follows:

Commencing at the most Westerly corner of said Parcel "A", said point lying at the intersection of the Southeasterly right-of-way (r/w) line of Acme Improvement District Canal C-14 (100' r/w) and the Northeasterly r/w line of Wellington Trace (80' r/w), proceed South 38° 45' 30" East along said Northeasterly r/w line of Wellington Trace a distance of 598.49 feet; thence departing said r/w line, North 51° 14' 30" East, perpendicular to the last said line, a distance of 867.68 feet to the POINT OF BEGINNING; thence North 08° 58' 28" West a distance of 15.00 feet; thence North 81° 01' 32" East a distance of 25.00 feet; thence South 08° 58' 28" East a distance of 15.00 feet; thence South 81° 01' 32" West a distance of 25.00 feet to the POINT OF BEGINNING.

Containing an area of 375 square feet.

DESCRIPTION OF INGRESS/EGRESS & UTILITY EASEMENT

A 20 foot wide strip of land lying in the Northwest 1/4 of Section 11, Township 44 South, Range 41 East, Palm Beach County, Florida, being a portion of Parcel "A", EASTWOOD OF WELLINGTON, according to the Plat thereof, as recorded in Plat Book 32, Pages 90 and 91, of the Public Records of Palm Beach County, Florida, the sidelines of said 20 foot wide strip of land lying 10 feet on each side of the following described centerline:

Commencing at the most Westerly corner of said Parcel "A", said point lying at the intersection of the Southeasterly right-of-way (r/w) line of Acme Improvement District Canal C-14 (100' r/w) and the Northeasterly r/w line of Wellington Trace (80' r/w), proceed South 38° 45' 30" East along said Northeasterly r/w line of Wellington Trace a distance of 192.10 feet to the POINT OF BEGINNING of the herein described centerline; thence departing said r/w line, North 51° 14' 30" East, perpendicular to the last said line, a distance of 760.97 feet; thence North 74° 26' 57" East a distance of 76.41 feet; thence South 78° 24' 44" East a distance of 82.03 feet; thence South 39° 03' 47" East a distance of 305.84 feet to the POINT OF TERMINATION of the herein described centerline, said point lying on the Northerly line of a 15'x25' lease parcel, and being distant North 81° 01' 32" East, 11.56 feet from the Northwestern corner of said lease parcel.

The sidelines of said 20 foot wide strip of land to be extended or trimmed as necessary to meet said Northerly line of the 15'x25' lease parcel.

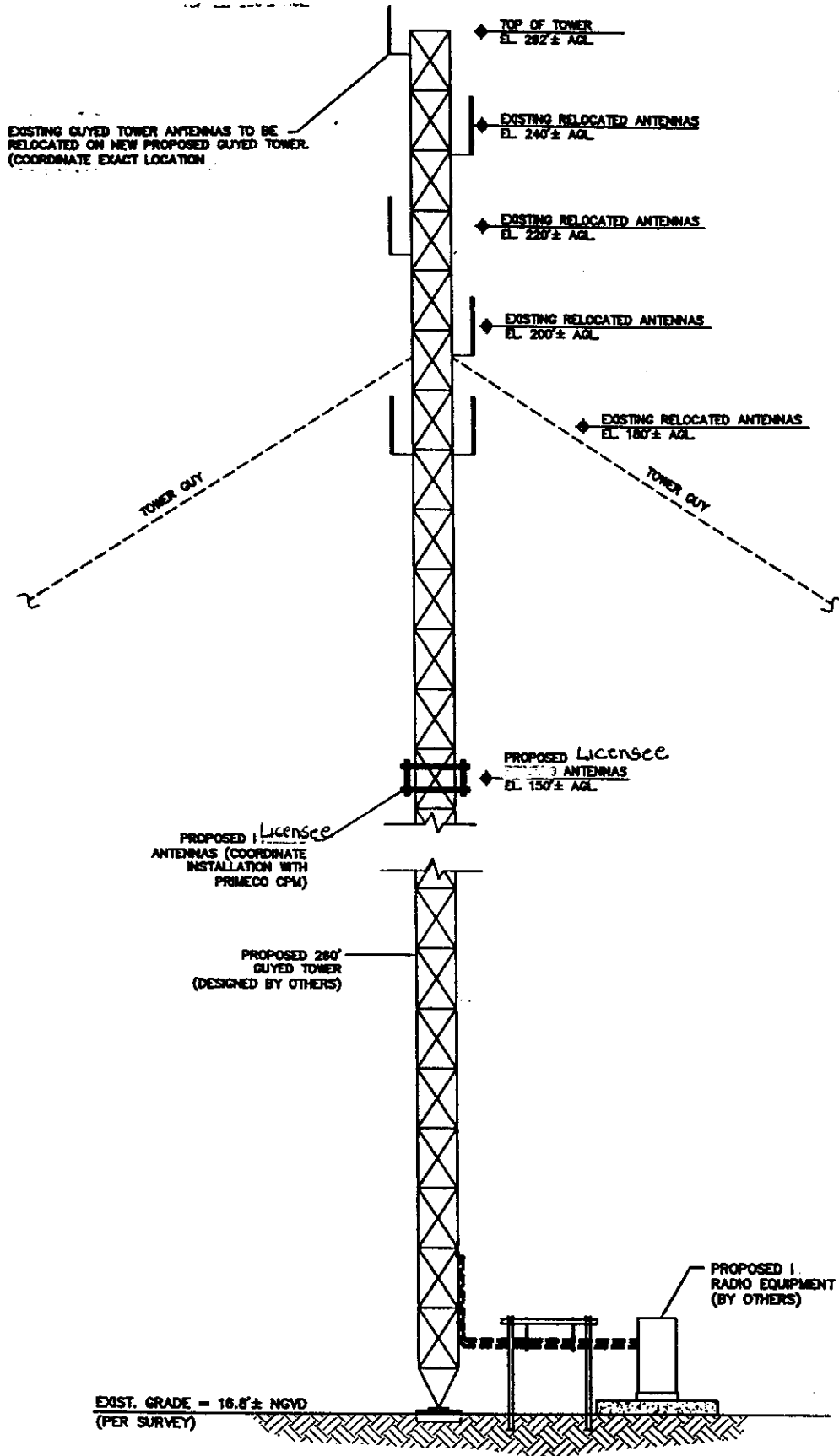


Exhibit A page 2

ANTENNA INSTALLATION

EXHIBIT B

List of Equipment

Antenna:

6 Scala AP17-1900/090 DT2 installed at a height of 150'

Equipment:

Lucent CDMA Flexenet Modular Cell consisting of the following:

Power House Cabinet
Radio Cabinet
Battery Cabinet

Licensee is reserving space on its pad site to accommodate additional Radio cabinets, and backup power equipment.