

FL Cingular Site: West Vero

**ELEVATED WATER TANK SPACE LICENSE AGREEMENT between
INDIAN RIVER COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND BELL SOUTH MOBILITY LLC**

This Elevated Water Tank Space License Agreement ("Agreement") is entered into this ___
23rd day of March, 2004, between **Indian River County**, a political
subdivision of the State of Florida, whose address is 1840 25th Street, Vero Beach, FL 32960
(hereinafter "Licensor"), and BellSouth Mobility LLC, a Georgia limited liability company, d/b/a
Cingular Wireless, its affiliates, successors and assigns, having an address at 6100 Atlantic
Boulevard, Norcross, Georgia 30071 (hereinafter "Licensee").

1. LOCATION.

Licensor is the owner of a parcel of land (the "Land") and a steel elevated water storage tank (the
"Elevated Tank") identified as Kings Highway Water Tank and located at 1805 58 Avenue
(College Lane west of 58th Avenue), in Indian River County, Florida (the Elevated Tank and the
Land are collectively, the "Property"). The Land is more particularly described in Exhibit "A"
annexed hereto. Licensor hereby grants to Licensee a non-exclusive license to enter upon the Land
and use space for the mounting of various antennas and associated equipment, including, but not
limited to coaxial cables and supports on the exterior of the Elevated Tank, ground space for the
installation of a prefabricated equipment shelter or construction of a communications building to be
constructed on the Property, together with permission for access and to provide utilities
(collectively, the "Premises") as described in Exhibit "B" attached hereto.

2. USE.

The Premises may be used by Licensee solely for installation, operation, and maintenance of a
communications facility and uses incidental thereto, as determined by Licensee, now or in the
future to meet Licensee's telecommunications needs on the exterior of the Elevated Tank and
ground space for the installation of a prefabricated equipment shelter ten feet by twelve feet (10' x
12') or construction of a communications enclosure to be constructed on approximately six hundred
sixty square feet (660 sq. ft.), and Licensor acknowledges that Licensee will run flexible coaxial
transmissions lines between the various antennas on the Elevated Tank and the radio equipment
located in the equipment shelter, in accordance with all applicable laws, ordinances, and
administrative regulations, and in accordance with the construction plans attached hereto as Exhibit
"C". Licensor agrees to cooperate reasonably with Licensee, at Licensee's sole expense, in making
application for and obtaining all licenses, permits and other necessary approvals that may be
required for Licensee's above-described use of the Premises.

3. TESTS AND CONSTRUCTION.

Licensee may at any reasonable time during Licensor's regular business hours at the Elevated Tank
following the full execution of this Agreement and Licensee's provision of proof of required
insurance, and following notice to Licensor's Utility Services Director or his designee, enter upon
the Premises for the purpose of making appropriate engineering and boundary surveys, structurals,
environmental or other inspections, and constructing the Licensee Facilities (as defined in
Paragraph 4(a) below).

4. ANTENNA INSTALLATION.

(a) Licensee may install, operate, and maintain on the Premises wireless antenna systems and associated equipment to be mounted on the Elevated Tank, an equipment shelter on the ground and flexible coaxial transmission lines between the antennas on the Elevated Tank and the radio equipment located in the equipment shelter ("Licensee Facilities"), as more fully described in Exhibit "D". In connection therewith, Licensee may install up to Nine (9) panel type antennas with dimensions no larger than 2' x 8'. All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner. Provided that Licensee is not in default under any covenant or agreement contained in this Agreement, Licensee may remove all Licensee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement. At Licensor's option, Licensee shall repair or pay for any damage to the Premises or to the property caused by the removal of the Licensee Facilities.

(b) Licensee shall pay for the electricity it consumes in its operations. Licensee shall obtain separate utility service and install a separate meter from any utility company that will provide service to the Property (including any standby power generator for Licensee's exclusive use). Licensor agrees to sign such documents or easements as may reasonably be required by said utility companies to provide such service to the Premises, including the grant to Licensee or to the servicing utility company at no cost to the Licensee, of a non-exclusive easement in, over across or through the Land as reasonably required by such servicing utility company to provide utility services as provided herein.

(c) Licensee, Licensee's employees, agents, and subcontractors may reasonably access the Premises for installation, repair, or maintenance of Licensee's Facilities following notice to Licensor's Utility Services Director or his designee twenty-four (24) hours a day, seven (7) days a week, at no charge. In the event of an emergency, Licensee or its authorized agent(s) may access the Premises without prior notice but Licensee agrees to give notice to Licensor's Utility Services Director within twenty-four hours of such access. Licensor grants to Licensee, and its agents, employees, and contractors, a non-exclusive right and license for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit "B".

(d) Licensor shall maintain all access roadways from the nearest public roadway to the Premises as customarily maintained for Licensor's ordinary use. Licensor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Licensee's use of such roadways the repairs of which shall be paid by Licensee.

(e) Before commencing operation of the Licensee Facilities Licensee shall provide to Licensor certification by a professional engineer licensed in the State of Florida that the design and installation of the Licensee Facilities meet or exceed AWWA standard D100 and all applicable building codes.

(f) Upon completion of the Licensee Facilities Licensee shall provide to Licensor as-built drawings of the Licensee Facilities showing the location and details of the Licensee Facilities. Licensee shall be solely responsible for obtaining all federal, state, and county approvals, licenses, certificates, and permits, including an Indian River utility construction permit, for the construction operation and maintenance of the Licensee Facilities.

(g) Licensee covenants and agrees that the Licensee Facilities and the installation, operation,

and maintenance thereof shall not damage or impair the strength of the Elevated Tank and the accessories thereto or any other Licensee's equipment nor interfere with Licensor's use of the Elevated Tank. Licensee, after receipt of written documentation, will be responsible for cost of repair, for any damage caused by Licensee or by its agents, employees or invitees to the Elevated Tank or its accessories or to any other Licensee's equipment.

(h) Licensee shall equip its Licensee Facilities with hurricane protection, lightning protection, and power surge protection.

(i) Licensee covenants and agrees that, in the event Licensee needs to install utility services underground on the Property, Licensee shall submit to Licensor for approval or disapproval construction plans showing the location and path of any proposed trench or other excavation prior to the commencement of any work. Licensee shall be responsible for obtaining all necessary permits, and shall perform any trenching or excavation in a proper, workmanlike manner to prevent any interference with Licensor's or any other Licensee's property or equipment or use of the Property.

5. TERM OF AGREEMENT.

The initial term of this Agreement shall be five (5) years commencing upon commencement of construction of Licensee Facilities or one hundred eighty (180) days from full execution of this Agreement, whichever first occurs ("Commencement Date") and terminating on the day preceding the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided herein. In the event Licensee is not in default in the performance of any term or condition of this Agreement, Licensee shall have the option to renew this Agreement for up three (3) successive five (5) year terms (the "Renewal Terms") on the same terms and conditions as set forth herein, except as otherwise agreed to by both parties. Each option for a Renewal Term shall be deemed automatically exercised without notice by Licensee to Licensor unless Licensee gives Licensor written notice of Licensee's intent not to renew to Licensor at least six (6) months prior to expiration of the then current term.

6. LICENSE FEE.

(a) Beginning on the Commencement Date, Licensee shall pay an annual license fee of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) to be paid in equal monthly installments of ONE THOUSAND SIX HUNDRED SIXTY SIX AND 67/100 DOLLARS (\$1,666.67) to be paid on the first day of each month to Licensor, in advance, without deduction or offset, at such place or places as may be designated in writing by Licensor at least thirty (30) days in advance of any rental payment date. Licensee shall pay all prevailing Florida sales taxes, if applicable, tangible property taxes associated with Licensee's Facilities, and intangible property taxes, as may be applicable. If the Commencement Date is on a date other than the first day of a calendar month, Licensee shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement.

(b) The license fee shall increase on each annual anniversary of the Commencement Date by an amount equal to four percent (4%) of the License fee for the previous year.

(c) Licensee will have the right, at its sole cost and expense, to use a direct deposit system with regard to rent payments. Licensor agrees to cooperate with Licensee in providing requisite information to Licensee for such direct deposit.

7. SECURITY DEPOSIT.

This section intentionally left blank and has been removed in its entirety.

8. TERMINATION BY LICENSOR.

(a) The Licensor reserves the right to terminate this Agreement if Premises are needed for the use of Licensor upon one hundred eighty (180) days' prior written notice by Licensor to Licensee. Licensor may not terminate License for purpose of substituting a new or different licensee.

(b) If Licensee defaults under any of the conditions set forth herein, Licensor shall have the right to terminate this Agreement upon thirty (30) days' written notice to Licensee. The occurrence of any one or more of the following events *inter alia* shall constitute an "Event of Default" hereunder by Licensee:

- i. The failure by Licensee to make any payment of license fees or any other payment required to be made by Licensee hereunder, as and when due, where such failure shall continue for a period of 30 days after receipt of written notice thereof by Licensee.
- ii. The failure by Licensee to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by Licensee, where such failure shall continue for a period of 30 days after receipt of written notice by Licensee; provided, however, that it shall not be deemed an Event of Default by Licensee if Licensee shall commence to cure such failure within said 30 days and thereafter diligently cures the default within 60 days, unless written extension is granted by Licensor.
- iii. The Licensee uses the Premises or the Property for any unauthorized or illegal purpose.
- iv. The Licensee uses the Property for other than the use permitted by this Agreement.
- v. The Licensee's or Licensee's employee's or agent's act or omission damages the Property or harms the environment and Licensee, after written notice from Licensor, has not repaired any damage or cured any failure within thirty (30) days after receipt of written notice by Licensee; provided, however, that it shall not be deemed an Event of Default by Licensee if Licensee shall commence to cure such failure within said 30 days and thereafter diligently cures the default within 60 days. Further written extensions may be granted by Licensor in its sole discretion.

If there occurs an Event of Default by Licensee, in addition to any other remedies available to Licensor at law or in equity, if Licensee has not cured any failure within thirty (30) days after receipt of written notice by Licensee, provided, however, that it shall not be deemed an Event of Default by Licensee if Licensee shall commence to cure such failure within said thirty (30) days and thereafter diligently cures the default within sixty (60) days, Licensor shall have the option to terminate immediately this Agreement and all rights of Licensee hereunder unless written extension is granted by Licensor.

(c) Licensor shall have the right to terminate this Agreement upon sixty (60) days' written notice if:

- i. Licensee defaults hereunder as described in paragraph 8; or
- ii. The Elevated Tank is wholly or partially destroyed by any cause and Licensor decides not to repair the Elevated Tank.

9. TERMINATION BY LICENSEE.

The Licensee may terminate this Agreement upon sixty (60) days' prior written notice as follows:

- (a) If Licensee, exercising due diligence, after appropriate applications, is unable to obtain all necessary governmental approvals for Licensee's intended use of and improvements to the Premises as set forth in this agreement; or
- (b) If Licensee's application for any governmental approvals necessary for Licensee's use of the Premises and improvements contemplated by this agreement is denied; or
- (c) If any governmental approvals necessary for Licensee's use of the Premises and/or improvements to the Premises are canceled or are otherwise withdrawn, terminated, or denied so that Licensee will no longer be able to use the Premises for Licensee's use contemplated by this agreement; or
- (d) If Licensee is unable to utilize the Premises due to an action by the Federal Communications Commission ("FCC");
- (e) If Licensor defaults on any covenant or term of this Agreement, which default is not cured within sixty (60) days of receipt of written notice of default;
- (f) For any reason or no reason, provided Licensee delivers written notice of early termination to Licensor no later than thirty (30) days prior to the Commencement Date;
- (g) If Licensee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or
- (h) The Elevated Tank is wholly or substantially destroyed from any cause and Licensor decides not to repair said Elevated Tank.
- (i) Any termination notice rendered by Licensee pursuant to this paragraph shall cause this Agreement 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 Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

10. TAXES.

If personal property taxes are assessed, Licensee shall pay any portion of such taxes attributable to the Licensee's Facilities. Licensee shall pay any real property taxes and assessments attributable to Licensee's occupancy and use of the Premises.

11. ASSIGNMENT AND SUBLEASING.

This Agreement may be sold, assigned or transferred at any time by Licensee to Licensee's parent company or any affiliate or subsidiary of Licensee or its parent company or to any entity with or into which Licensee is merged or consolidated, or to any entity resulting from a reorganization of Licensee or its parent company. However, Licensee shall not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises to a third party without the prior written consent of Licensor. Licensee shall not sublease or sublicense the Premises. This Agreement shall be binding upon the respective parties, their assigns, and successors. From and after the date the Agreement has been sold, assigned or transferred by Licensee to an approved third party agreeing to be subject to the terms hereof, Licensee shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

12. AS IS.

Licensee takes the facilities as is and Licensor does not warrant that the facility is sufficient for the use intended by Licensee. Notwithstanding the foregoing, Licensor warrants that there are no deeds to secure debt, mortgages, liens, recorded agreements or judgments encumbering the Property and no restrictive covenants, or other encumbrances on the title to the Property that would prevent Licensee from using the Premises for the uses intended by Licensee as set forth in this Agreement. Licensor further agrees and warrants that it shall provide and be responsible for maintenance and repairs to the Elevated Tank to preserve the Elevated Tank in good order and condition. Licensor shall maintain all common areas on the Property and Premises.

Licensor may allow Licensee to modify the facility to make the facility usable by Licensee. Such modification is subject to Licensor's prior written approval. All modifications which are approved by Licensor shall be made at the sole expense of Licensee.

13. LICENSOR'S ADDITIONAL DUTIES.

(a) Licensor understands and agrees that the continuity of Licensee's services is of paramount importance to Licensee. Licensor shall at all times exercise the highest standard of care and judgment to prevent damage to Licensee's services. Licensor will cause any subsequent licensees to verify by frequency search that its signal will not interfere with Licensee's. In the event any of Licensor's other licensees' signal causes material interference with Licensee's Facilities, Licensor will exercise its best efforts to promptly and diligently resolve such problems after notice by Licensee to Licensor. In the event that material interference continues for a period of forty-eight (48) hours after Licensee sends written notice, Licensee shall so notify Licensor in writing, and Licensor shall cause the interfering operation to cease except for brief tests which are necessary to determine the cause of the interference. If such interference cannot be eliminated, Licensee, in its discretion, has the right to (i) request Licensor to cause the interfering party to cease operations permanently or (ii) request Licensor, upon full agreement with Licensee, to allow Licensee to relocate at a different location on the Elevated Tank, at Licensee's expense or (iii) immediately terminate this Agreement without further obligation to Licensor. Material interference shall be deemed to be any interference, which violates the terms and conditions of transmitter licenses, and/or rules and regulations of the Federal Communications Commission. In no event will Licensor be liable for any consequential damages (including, without limitation, lost profits) arising from any such interference.

(b) Licensor agrees that Licensee shall have access to the Elevated Tank and the Premises on which the Elevated Tank is located 24 hours per day, seven days a week, following notice to Licensor's Utility Services Director or his designee for the purpose of maintaining and repairing its equipment. In the event of an emergency, Licensee or its authorized agent(s) may access the Premises without prior notice but Licensee agrees to give notice to Licensor's Utility Services Director within twenty-four hours of such access. Subsequent to the initial installation of the directional antenna system, Licensee may install and remove its equipment on the Elevated Tank only with the prior written consent of the Director of Licensor's Utilities Services, which consent shall not be unreasonably withheld, conditioned or delayed. Licensor's or Licensor's authorized agent's failure to approve or disapprove any additional items within fourteen (14) days following the request therefor shall be deemed an approval. However, Licensee does not have to obtain prior written consent from Licensor, Licensor's Director of its Utilities Services, or from any of Licensor's authorized agents to maintain, install, replace or remove any equipment located within its equipment shelter.

(c) Nothing contained herein is intended nor shall be construed to waive Licensor's rights and immunities under the common law or Florida Statutes § 768.28, as amended from time to time.

To the extent permitted by law, Licensor agrees to be responsible for any act or omission of Licensor, its agents, employees, licensees, or its independent contractors, which occurs during the term of this Agreement or alleged to arise from a breach of this Agreement by Licensor. If determined liable by a court of competent jurisdiction, Licensor shall pay all claims, losses, liens, settlements and judgments in connection, therewith, including, but not limited to, attorneys' fees and costs to defend all suits.

14. LICENSEE'S ADDITIONAL DUTIES.

(a) The installation, maintenance, repair, and removal of Licensee's equipment shall not damage the Premises or the Elevated Tank structure or the Property or interfere with the maintenance of the Property.

(b) Licensee shall comply with all rules and regulations of the Federal Communications Commission, and all other applicable laws, ordinances, and regulations.

(c) The Licensee shall, at least ten (10) days prior to Licensee's use or occupancy of the Premises, provide to the Licensor a certificate of commercial general liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Licensor's risk manager, in an amount not less than \$3,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, and independent contractors, in accordance with the Licensor's Administrative Policy Manual. The Licensee shall, at least ten (10) days prior to Licensee's use or occupancy of the Premises, provide to the Licensor a certificate of business auto liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Licensor's risk manager, in an amount not less than \$3,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned autos, hired autos, and non-owned autos, in accordance with the Licensor's Administrative Policy Manual. The commercial general liability and auto liability insurance policies shall name Indian River County, a political subdivision of the State of Florida, as an additional insured. In addition, the Licensee shall, at least ten (10) days prior to Licensee's use or occupancy of the Premises, provide to the

Licensors a certificate of worker's compensation insurance, including employer's liability, with a limit of \$100,000 each accident, \$500,000 disease (policy limit), \$100,000 disease each employee, in compliance with all state and federal laws, and in accordance with the Licensor's Administrative Policy Manual. All required insurance shall be issued by a company that is authorized to do business in the State of Florida and that has a rating equal to or exceeding A-VII from A.M. Best's Insurance Guide. The Licensee shall provide to the Licensor at least thirty (30) days' written notice addressed to the Licensor's risk manager, prior to cancellation or reduction in coverage of this cell site only of any required insurance. Licensee shall cause any contractor or subcontractor performing any work on the Property to provide to Licensor certificates of insurance under the same conditions and with the same policy limits as required of the Licensee.

(d) The Licensee hereby releases and holds harmless the Licensor, and the Licensor's officers, employees and agents, from and against any and all claims for damages, costs, third party claims, judgments, and expense to persons or property that may arise out of, or be occasioned by, Licensee's use or occupancy of the Premises and of the Property, or from any act or omission of any representative, agent, client, and/or employee of Licensee, and Licensee shall indemnify the Licensor against any such claims and any judgments that may be entered in connection therewith, including attorney fees. It is the intention of this indemnification agreement on the part of Licensee, and a condition of this agreement, that Licensee shall fully indemnify the Licensor and the Licensor's officers, employees, and agents, against any kind or character of claim whatsoever that may be asserted against the Licensor or against the Licensor's officers, employees, or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Licensor or its officers, employees, or agents.. Licensee hereby agrees to defend any and all suits, claims, and causes of action brought against the Licensor or against the Licensor's officers, employees, or agents, arising out of or in connection with Licensee use or occupancy of the Premises and of the Property, and Licensee agrees to pay any judgment or judgments, including attorney fees, that may be rendered against the Licensor or against any of the Licensor's officers, employees, or agents, in connection therewith.

(e) Upon termination of this Agreement Licensee shall promptly remove all its equipment and shall at Licensee's sole expense restore the Property to the same condition in which it was prior to Licensee's use, except for normal wear and tear and damage covered by casualty insurance.

15. NOTICES.

All notices hereunder must be in writing and unless otherwise provided herein shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice) or as otherwise provided under applicable state law. Each party shall promptly notify the other party of a change of address as provided in this paragraph. Unless Licensor specifies otherwise in writing, Licensee shall direct license fee checks to Licensor at Licensor's address set forth in this paragraph.

LICENSEE:

Cingular Wireless
Mail Code GAN02
6100 Atlantic Boulevard
Norcross, GA 30071
Attn: Network Real Estate Administration

With a copy to: Cingular Wireless
Site: West Vero
5201 Congress Avenue
Boca Raton, FL 33487
Attn: Manager, Real Estate & Construction - Network

And: Cingular Wireless LLC
5565 Glenridge Connector
Suite 1700
Atlanta, GA 30342
Attn: Legal Department

LICENSOR: Indian River County Board of County Commissioners
1840 25th Street, Vero Beach, FL 32960
Attention: Terry Smith, Telecommunications Manager
General Services Department
Phone: (772) 567-8000, Ext. 1318

16. HAZARDOUS SUBSTANCES.

Licensee shall not use, generate, store or dispose of any Hazardous Material (defined below) on, under, about or within the Property or the Premises in violation of any law or regulation. Licensee agrees to defend, indemnify and hold harmless the Licensor and the Licensor's officers, agents and employees against any and all losses, liabilities, claims and/or costs, including reasonable attorney fees and costs, arising from Licensee's breach this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, hydrocarbons, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive for one (1) year after expiration or termination of this Agreement.

Licensor warrants, represents, and agrees that neither the Licensor nor, to the best of Licensor's knowledge, any third party has used, generated, stored, or disposed of any Hazardous Materials in, on, or under the Leased Premises, Property and contiguous surrounding property. "Hazardous Materials" shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law, rule, regulation, order or ordinance. To the extent permitted by law, Licensor agrees to be responsible for and hold Licensee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Licensor's Property or contiguous surrounding property unless caused by Licensee or persons acting under Licensee.

17. SALE OR TRANSFER BY LICENSOR.

Licensor agrees not to subsequently sell, lease, or use any areas of Licensor's Property for the installation, operation, or maintenance of other wireless communications facilities if, such installation, operation, or maintenance would interfere with Licensee's facilities as determined by radio propagation tests performed by subsequent licensee at subsequent licensee's expense. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Licensee,

Licensor shall be prohibited from subsequent licensing that area of Licensor's Property at that frequency. Licensor shall not be prohibited from the selling, leasing, or use of any of Licensor's Property for non-wireless communication use.

18. CONDEMNATION.

In the event that the whole of the Property, including without limitation the Property and Elevated Tank, shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then this Agreement shall forthwith automatically cease and terminate. Licensor shall receive the entire condemnation award for Land, Elevated Tank and such other improvements as are paid for by Licensor, and Licensee hereby expressly assigns to Licensor any and all right, title and interest of Licensee now or hereafter arising in and to any such award. Licensee may recover from such authority, and shall not recover from Licensor, any compensation as may be awarded to Licensee on account of its interest in this Agreement.

19. MISCELLANEOUS.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement not being held invalid or unenforceable by a court of competent jurisdiction shall remain in full force and effect.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties, subject to the provisions of Paragraph 11, Assignment and Subleasing, of this Agreement.

(d) This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by one party against the other party or otherwise arising out of this agreement shall be in Indian River County, Florida or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

(e) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(f) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(g) Licensor shall not be responsible for any loss, damage, destruction, or theft of Licensee's equipment or property.

(h) Once during the initial term and once during any Renewal Terms of this Agreement, Licensor may, upon sixty (60) days' written notice to Licensee, require Licensee to move or remove its equipment, including, but not limited to, antennas, cables, transmission lines, conduits, and supports, from the Elevated Tank, in order for Licensor to clean, paint, repair, or otherwise maintain the Elevated Tank. If such notice is given, Licensor agrees to permit Licensee to place temporary transmission facilities on the Property until such time as Licensor has completed the maintenance to the Elevated Tank.

Upon prior notice to Licensee at least twenty-four (24) hours in advance, Licensor shall have access to the Premises, when accompanied by Licensee or its employee(s) or agent(s).

20. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations, and agreements. No revision of this Agreement shall be valid unless executed in writing by both parties.

IN WITNESS WHEREOF, the parties have made and executed this Elevated Water Tank Space License Agreement on the 23rd day of March, 2004.

LICENSOR:

**INDIAN RIVER COUNTY
by its Board of County Commissioners**

By: Caroline D. Ginn
Caroline D. Ginn, Chairman

Attest: J. K. Barton, Clerk

By: Patricia N. Reddy
Deputy Clerk

Date approved by BCC: 03-23-2004

APPROVED:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

County Administrator

BY William G. Collins II
William G. Collins II
County Attorney

LICENSEE:

**BELLSOUTH MOBILITY LLC,
d/b/a Cingular Wireless**

By: Wendy A. Bonner

Print Name: Wendy A. Bonner
Mgr. Real Estate & Const. WAB

Witness:
Signature: [Signature]
Print Name: A. ABHAISINGH

Title: _____

Witness:
Signature: A. Brummer
Print Name: A. BRUMMER

Joseph A. Baird for J.E.C.
JAMES E. CHANDLER
COUNTY ADMINISTRATOR

EXHIBIT A

Legal Description of Property

PARENT TRACT

THE SOUTH 150 FEET OF THE WEST 150 FEET OF THE EAST 19.97 ACRES OF TRACT 9, SECTION 5, TOWNSHIP 33 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS ON THE INDIAN RIVER FARMS COMPANY FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 25, SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS, UTILITIES, AND DRAINAGE, OVER, UNDER AND ACROSS THE SOUTH 20 FEET OF THE EAST 19.97 ACRES OF SAID TRACT 9, LESS THE WEST 150 FEET THEREOF.

ADVANCED LAND SURVEYING AND MAPPING, INC.

GPS And Conventional Survey Services

LEGAL DESCRIPTION
CINGULAR WIRELESS
LICENSED PARCEL
WEST VERO SITE
SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

A PORTION OF TRACT 9, SECTION 5, TOWNSHIP 33 SOUTH, RANGE 33 EAST, ACCORDING TO THE PLAT OF LANDS ON THE INDIAN RIVER FARMS COMPANY AS RECORDED IN PLAT BOOK 2, PAGE 25, INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 9; THENCE NORTH 89°53'51" EAST, ALONG THE SOUTH LINE OF SAID TRACT 9, A DISTANCE OF 809.04 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°02'10" EAST, A DISTANCE OF 29.11 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'51" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°02'10" EAST, A DISTANCE OF 33.00 FEET; THENCE NORTH 89°53'51" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°02'10" WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0151 ACRES OR 660 SQUARE FEET, MORE OR LESS.

[Handwritten signature]
KIRK B. MITCHELL, P.S.M.
FLORIDA REGISTERED SURVEYOR & MAPPER No. 5682
CERTIFICATE OF AUTHORIZATION No. L.B. 6885
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED: JULY 18, 2003
FILENAME: \\131-0015\131-0015.DOC
REVISED: AUGUST 18, 2003

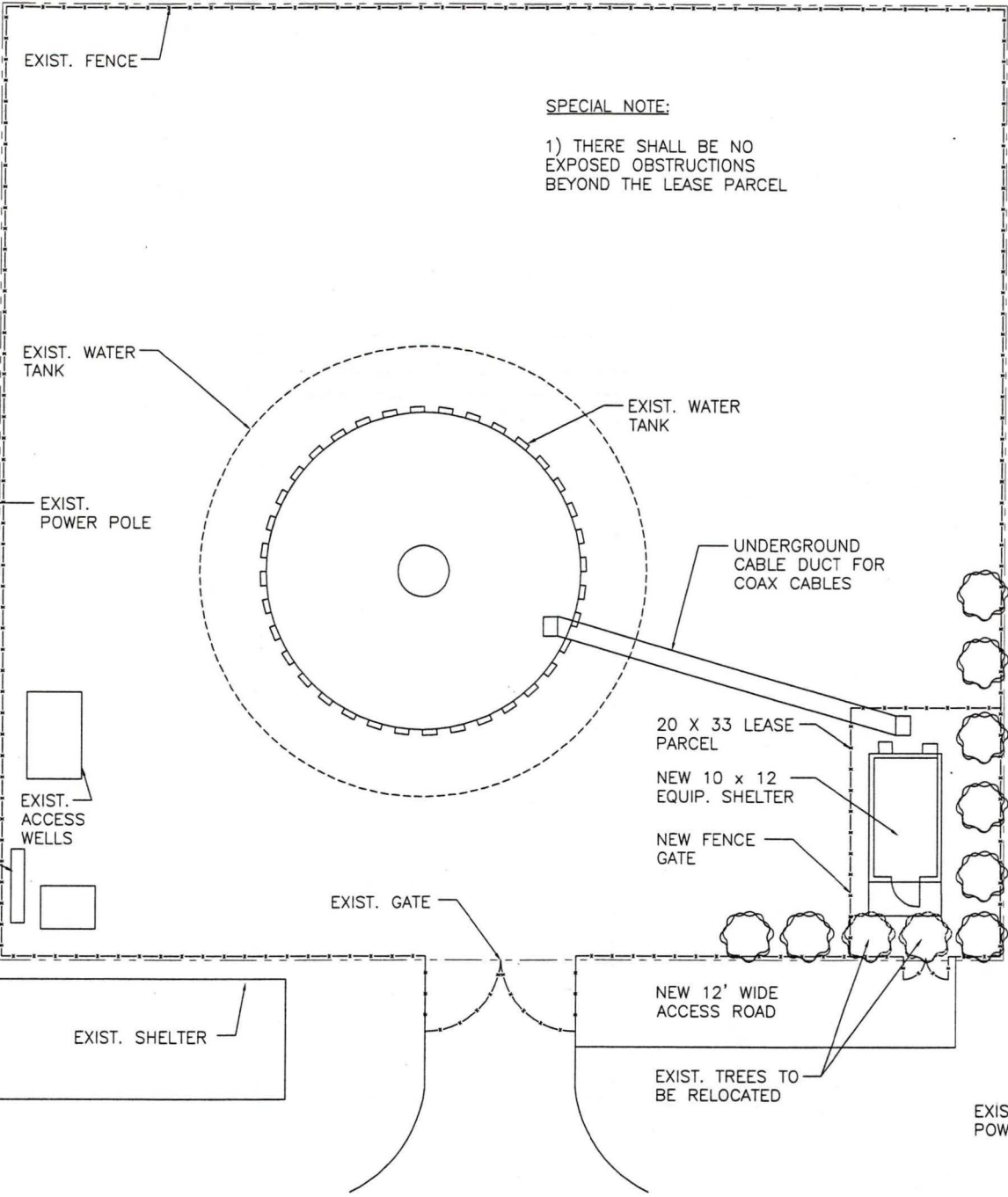
MIS 19 2003
PROJECT

Acceptable By Utilities
[Handwritten signature]
shlop

709 East Michigan Street
Orlando, FL 32806

Phone: (407) 509-2305
Fax: (407) 540-0497

EXHIBIT "B"



SPECIAL NOTE:

1) THERE SHALL BE NO EXPOSED OBSTRUCTIONS BEYOND THE LEASE PARCEL



COMPOUND PLAN

SCALE: 1/16" = 1'-0"

CONSULTANT


MORRISON HERSHFIELD 

Two South University Drive, Suite 245, Plantation, FL 33324
 Tel: 954.577.4655 Fax: 954.577.4656
 State of Florida CO# 00008508
 www.morrisonhershfield.com

PROJECT

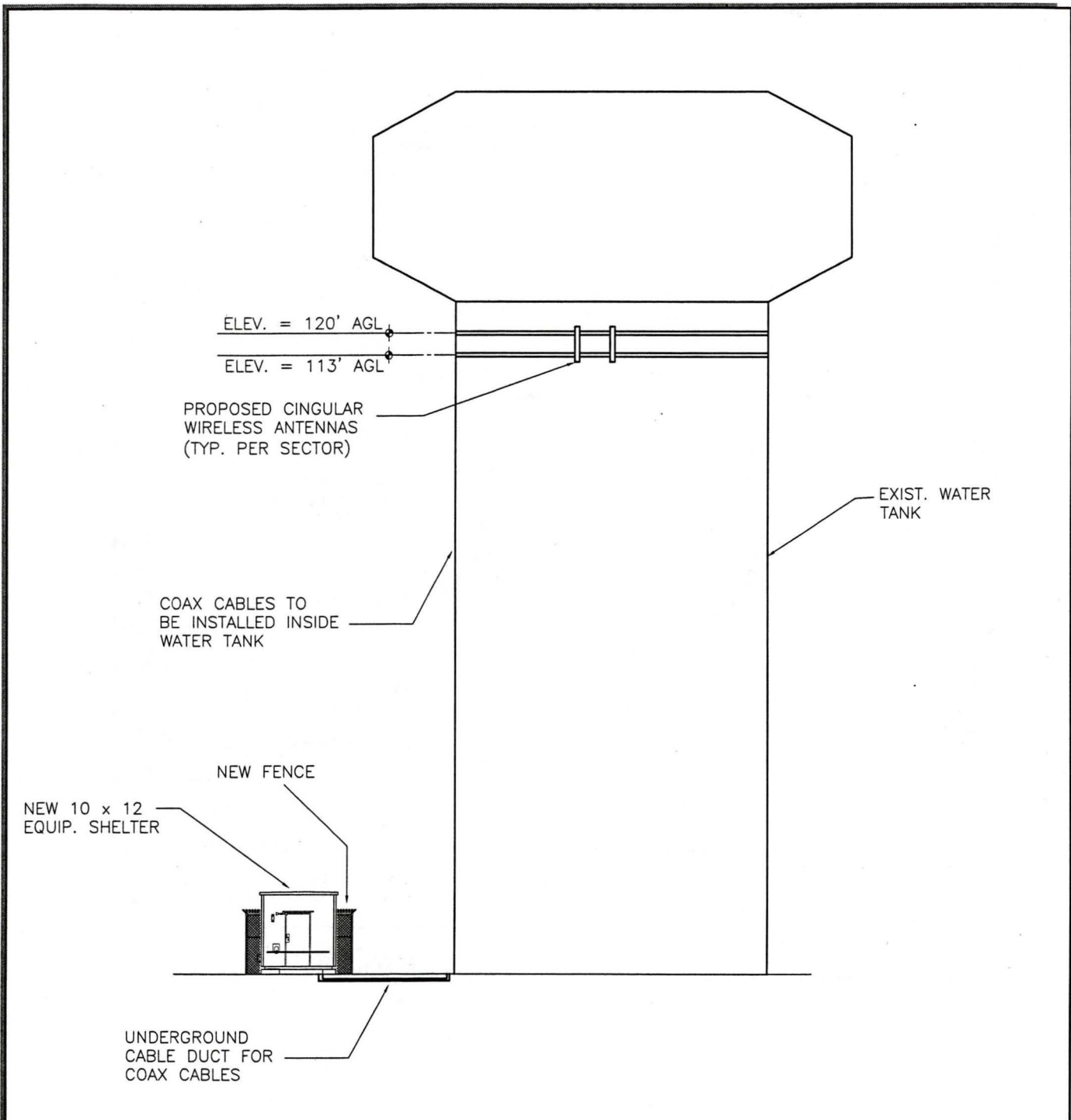
WEST VERO
 No.
 INTERSECTION OF COLLEGE AND 58TH AVE.
 VERO BEACH, FL 32966

CLIENT



1	8-13-03	CLIENT VISIT			
NO.	DATE	REVISIONS	BY	CHK	APP'D
DRAWN BY: PJM		DESIGNED BY:	MHC FILE No. 7033054		

EXHIBIT "C"



1

 COMPOUND PLAN
 SCALE: 1/16" = 1'-0"

CONSULTANT

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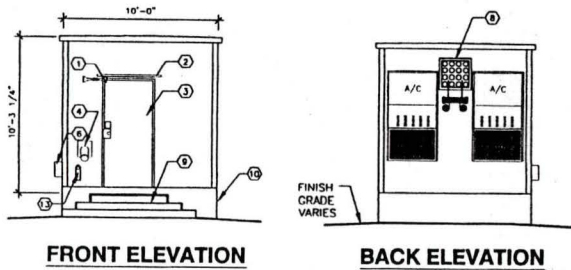
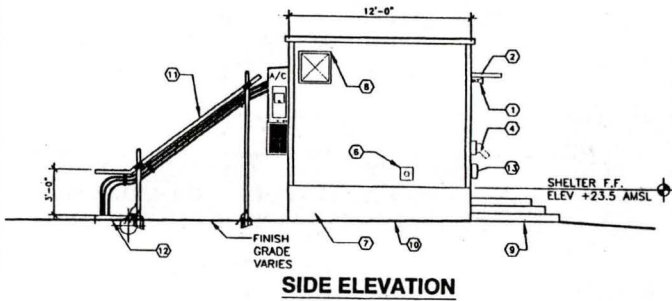


0	----	CLIENT VISIT			
NO.	DATE	REVISIONS	BY	CHK	APP'D
DRAWN BY:		DESIGNED BY:		MHC FILE No. 7033061	

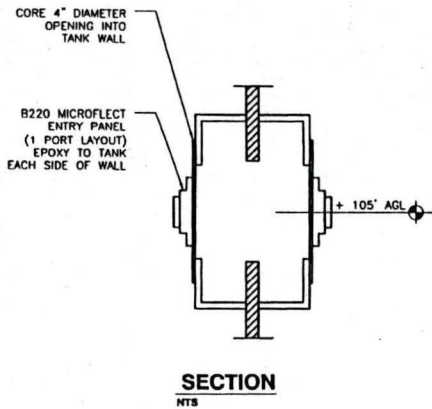
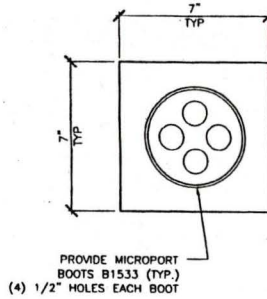
EXHIBIT "C"

SHELTER REFERENCE NOTES

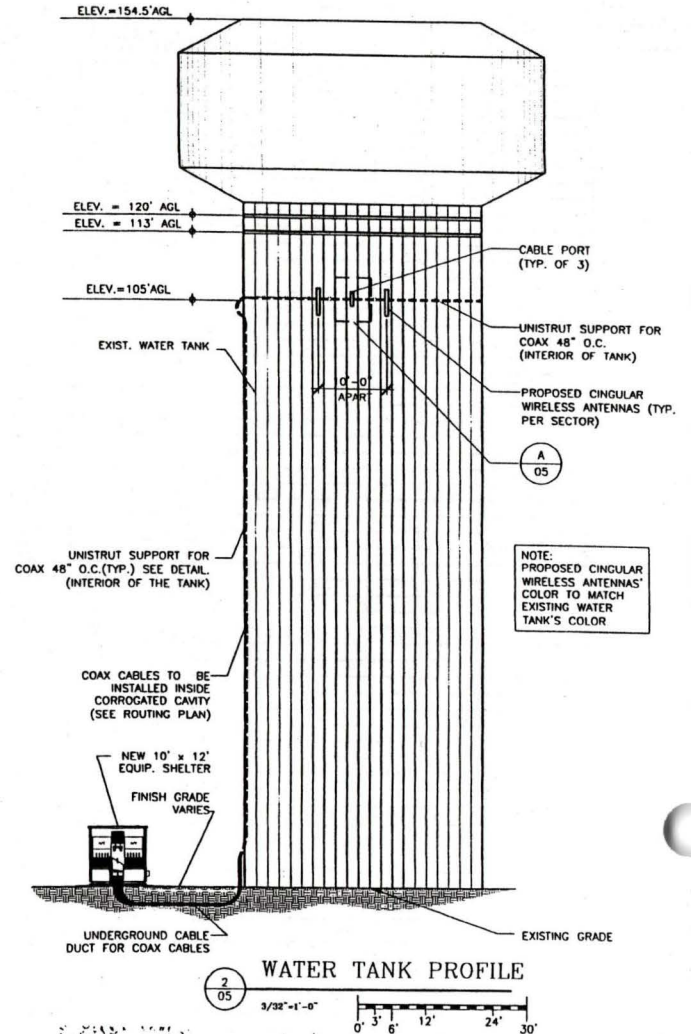
- ① SECURITY LIGHT BY SHELTER MANUFACTURER
- ② HOOD @ DOORS (PROVIDE W/ BLDG. INSTALLED BY G.C.)
- ③ STEEL DOOR BY SHELTER MANUFACTURER
- ④ GENERATOR PLUG LOCATION
- ⑤ BLANK ENTRY PANEL
- ⑥ TELCO ENTRY LOCATION
- ⑦ SHELTER ATTACHMENT, SEE SHEET A-4 FOR DETAILS
- ⑧ COAX ENTRY PORT COORDINATE W/ SHELTER MANUF. & LAYOUT OF EQUIPMENT W/ CINGULAR WIRELESS
- ⑨ NEW CONCRETE STOOP CONDITIONS. SEE SHEET A-4
- ⑩ NEW CONCRETE GRADE BEAM FOUNDATION. SEE SHT. # 03
- ⑪ COAX BRIDGE SLOPE AS SHOWN
- ⑫ COAX ENTRY
- ⑬ PROPOSE POWER ENTRY PORT



① 05 NTS
SHELTER ELEVATION



② 05 NTS
EXIT PORT @ 105' AFG
(TYP. OF 3)



CONSULTANT

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PROJECT

WEST VERO
361-G-1008

1805 58TH AVENUE
VERO BEACH, FL. 32966

CLIENT

cingular WIRELESS

4	12/09/03	RE-ISSUED FOR ZONING/LANDSCAPE/REVISIONS
3	11/11/03	ISSUED FOR DRAINAGE REVISIONS
2	10/17/03	ISSUED FOR DRAINAGE REVISIONS
1	09/29/03	ISSUED FOR OMC REVISIONS
0	09/18/03	ISSUED FOR OMC
9	09/17/03	ISSUED FOR REVISIONS
NO.	DATE	REVISIONS
DRAWN BY:	RAM	DESIGNED BY:
		AMC
		SPIC FILE NO. 7033054

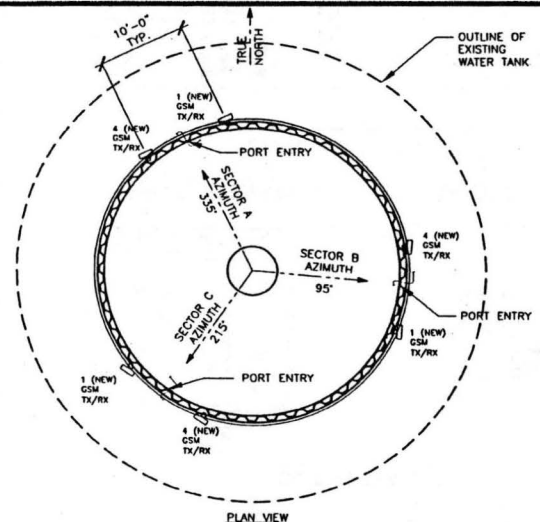
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JAN 13 2004

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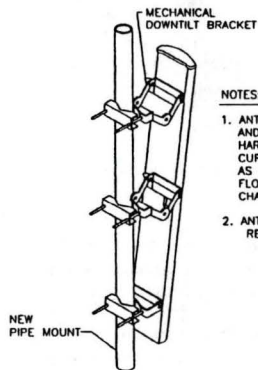
DO NOT SCALE DRAWING. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF ALL EXISTING OR PROPOSED OR IMPROVED OR MODIFIED OR NEW WORK. ALL DIMENSIONS SHALL BE VERIFIED BY THE CONTRACTOR. ALL DIMENSIONS SHALL BE VERIFIED BY THE CONTRACTOR. ALL DIMENSIONS SHALL BE VERIFIED BY THE CONTRACTOR.

PROJECT JOB NUMBER	SHEET FILE	DRAWING NUMBER	REV
24782	361-G-1005	05	4

EXHIBIT "C"



TWO TO THREE ANTENNA PER SECTOR WITH STANDOFF HORIZONTAL SEPARATION CONFIGURATION MONOPOLE MOUNTING (612M 07)



ANTENNA MOUNT DETAIL (611A 07)

- NOTES:
1. ANTENNA MOUNT, ANTENNA, AND CORRESPONDING MOUNTING HARDWARE MEET OR EXCEED THE CURRENT WIND SPEED RATING, AS OUTLINED IN THE FLORIDA BUILDING CODE, CHAPTER 16 SECTION 1606.
 2. ANTENNA MUST BE GROUNDED. REFER TO DETAIL 123, SHT.-7

SITE INFORMATION	
MARKET	SOUTH FLORIDA
CLUSTER ID	SFLMIA04
SITE ID	WEST VERO
SITE NAME	361-G-1005
BECHTEL SITE NUMBER	
COUNTY NAME-LMU REQUIRED FOR PH II (YES/NO)	INDIAN RIVER YES
PARTNER COMPANY	FLEXTRONICS
REVISION	5.0
RF ENGINEER/TELEPHONE NUMBER	SHARON JOYCE (954)980-009
DATE (MM/DD/YY)	6/30/03
CINGULAR RF APPROVAL-PHONE NUMBER	LANCE SHRADER 407-416-0896

LOCATION INFORMATION	
LONGITUDE	-80.448611
LATITUDE	27.635278
ADDRESS	N/S/O 18th STREET, WEST OF 58th AVE, NEXT TO HOME DEPOT.
CITY, STATE, ZIP	VERO BEACH, FL
SOURCE	

EQUIPMENT DESIGN INFORMATION			
BST TYPE	ULTRASITE	OUTDOOR/INDOOR	
EQUIPMENT CONFIGURATION AT LAUNCH	4+5+3	TOTAL CABINETS	
CABINET DESIGN CONFIG. (LAUNCH + 12 MOS.)		TOWER TYPE	WATER TOWER
ANTENNA DESIGN CONF. (LAUNCH + 12 MOS.)			

	SECTOR A (WHEN FACING THE FRONT OF ANTENNA)			SECTOR B			SECTOR C			
	ANT 1	ANT 2	ANT 4	ANT 1	ANT 2	ANT 4	ANT 1	ANT 2	ANT 3	ANT 4
NUMBER OF EXISTING ANTENNAS										
EXISTING CONFIGURATION (RX/TX)										
EXISTING ANTENNA TYPE										
EXISTING ANTENNA MODEL										
EXISTING ANTENNA CENTER LINE										
EXISTING NUMBER OF FEEDERS										
EXISTING FEEDER TYPE										
EXISTING FEEDER LENGTH										
REMOVAL OF EXISTING CABLE IF REPLACED										
EXISTING DUPLEXER										
OMNI ANTENNAS										
SECTORIZATION REQUIRED										
NEW CONFIGURATION (GSM)	Tx/Rx		Tx/Rx	Tx/Rx		Tx/Rx	Tx/Rx			Tx/Rx
NEW CONFIGURATION (TDMA)										
NEW ANTENNA TYPE	SBDP		SBDP	SBDP		SBDP	SBDP			SBDP
NEW ANTENNA DIMENSIONS (INCHES) (L,W,D)	72"Lx12.5"Wx7"D		72"Lx12.5"Wx7"D	72"Lx12.5"Wx7"D		72"Lx12.5"Wx7"D	72"Lx12.5"Wx7"D			72"Lx12.5"Wx7"D
NEW ANTENNA WEIGHT (LBS)	26 lbs		26 lbs	26 lbs		26 lbs	26 lbs			26 lbs
ANTENNA ARRAY WIDTH (L MOST TO R MOST) (IN)	120		120	120		120	120			120
NEW ANTENNA MODEL/VENDOR	DB856DG90ESX		DB856DG90ESX	DB856DG90ESX		DB856DG90ESX	DB856DG90ESX			DB856DG90ESX
GSM DIVERSITY TYPE	SPACE/CROSS		SPACE/CROSS	SPACE/CROSS		SPACE/CROSS	SPACE/CROSS			SPACE/CROSS
GSM ANTENNA SPACING REQUIRED										
TDMA DIVERSITY TYPE										
TDMA DIVERSITY SPACING REQUIRED										
NEW ANTENNA CENTER LINE	105		105	105		105	105			105
NEW NUMBER OF CABLES	2		2	2		2	2			2
NEW CABLE DIAMETER (NOMINAL-INCHES)	1-5/8"		1-5/8"	1-5/8"		1-5/8"	1-5/8"			1-5/8"
NEW CABLE LENGTH	205		205	155		155	185			185
TMA MODEL/VENDOR										
TMA DIMENSIONS (WEIGHT (LB),LENGTH,HEIGHT)										
HOST CONFIGURATION KIT										
ANTENNA BEAMWIDTH GSM	90		90	90		90	90			90
MARKET ANTENNA GAIN (dBd)	15.5		15.5	15.5		15.5	15.5			15.5
ANTENNA AZIMUTH	335		335	95		95	215			215
ANTENNA ELECTRICAL TILT	0		0	0		0	0			0
ANTENNA MECHANICAL TILT	0		0	0		0	0			0
NUMBER OF TRX	2		2	3		3	2			2
TRX TYPE	EDGE		EDGE	EDGE		EDGE	EDGE			EDGE
NEW DUPLEXER REQUIRED										
NEW DUPLEXER TDMA										
DUAL DUPLEXER UNIT (GSM)	1		0	1		1	1			0
NUMBER OF 2 WAY RECEIVE MULTI COUPLER	1		1	0		0	1			1
NUMBER OF 6 WAY RECEIVE MULTI COUPLER	0		0	1		1	0			0
NUMBER OF 2 WAY COMBINERS	1		1	2		1	1			1
WATCH PLATE POWER ERP (dBm)	53.10		53.10	53.10		53.10	53.10			53.10
DESIGNED ERP (dBm)	52.10		52.10	52.10		52.10	52.10			52.10

*REPRESENTS CHANGE REQUIRED DURING "CONDITIONAL ACCEPTANCE" AND AT "CUT-OVER"

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JAN 13 2004

DO NOT SCALE DRAWING CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ABOVE DIMENSIONS OF ALL ELEMENTS OF DRAWING NO DIMENSIONS OR INFORMATION IS SHOWN EXCEPT AS NOTED OTHERWISE. ALL DIMENSIONS ARE TO UNLESS OTHERWISE SPECIFIED IN THE LATEST REVISION. ALL DIMENSIONS AND SPECIFICATIONS SHALL BE SUBJECT TO STANDARD INDUSTRIAL PRACTICES.

MORRISON HERSHFIELD
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Tel: 954.577.4655 Fax: 954.577.4656
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www.morrisonhershfield.com

PROJECT
WEST VERO
361-G-1005
1805 58TH AVENUE
VERO BEACH, FL. 32966

CLIENT
cingular WIRELESS

NO.	DATE	REVISIONS	BY	CHK	APPROV
1	12/09/03	RE-ISSUED FOR IDENTITY/LANDSCAPE/REVISIONS			
2	11/17/03	ISSUED FOR DRAINAGE REVISIONS			
3	10/27/03	ISSUED FOR DRAINAGE REVISIONS			
4	08/20/03	ISSUED FOR DMC REVISIONS			
5	08/19/03	ISSUED FOR DMC			
6	08/12/03	ISSUED FOR REVIEW			

DESIGNED BY: RAH
DATE: 08/12/03
FILE NO.: 7033054

BECHTEL JOB NUMBER: 24782
SHEET TITLE: ANTENNA ARRAY AND RF SYSTEM DESIGN PLAN

DRAWING NUMBER: 361-G-1005 07 4

EXHIBIT D

Licensee Facilities

ANTENNAE TO BE INSTALLED ON TOWER:

Manufacturer and Type: Decibel / DB856DG90ESX
Number of Antennas¹: 6
Weight and Dimensions of Antennas: 26 lbs. / 72"L x 12.5"W x 7"D
Transmission Line Mfr. and Type: Cablewave / LCF158-50J
Diameter and Length of Transmission Line: 1-5/8" dia. / 205' +/-
Height of Antennas on Tower: Centerline of 105'.
Direction of Radiation: 95°, 215°, 335°
Rated Power: 52.10
Transmit Frequency (TX): 880-896 mHz

TRANSMITTER EQUIPMENT:

Manufacturer: Nokia
Model Number: Ultrasite
Power Output (WATTS): 100