

TAB 9



City of Palmetto Agenda Item

Meeting Date

3/15/10

Presenter: Jim Freeman

Department: City Clerk

Title: Hidden Lake Cell Tower

Over the last 18 months, the City has met with Mike Nuckols (CAA Wireless Site Acquisitions Company) and Verizon on several occasions regarding the possibility of placing a new monopole cell tower on City property at Hidden Lake Park. On March 9, 2009 Commission approved moving forward with the due diligence phase for the hidden lake site. On June 9th this item was discussed at a workshop and Commission instructed staff to finalize the lease terms and hold community meetings to receive input from the residents. Notices were mailed to all residents within ¼ mile of the proposed tower and a meeting was held on September 14th to hear citizen input. The site plan has changed slightly since the workshop meeting to ensure the leased space did not conflict with a drainage pipe located near the site (See site plan which is exhibit "A" of the attached lease). During the last few weeks, the City attorney and City Clerk met with Verizon's attorney to provide initial feedback regarding the proposed lease (See attachment). The monopole is 152' tall with a white vinyl slated fence around the compound and a flag pole with illumination. The City will receive \$1,300/mo rent for the site and 100% of any future land lease revenue (TBD based on future tenants) associated with additional tenants. The current facility has room for two additional tenants.

If the land lease is approved, Verizon will proceed with the application process as defined in Appendix B Section 17 of our zoning code. In summary, this site will require a conditional use permit approval. If the conditional use is approved, the permitting process will begin.

Budgeted Amount:	\$0.00	Budget Page No(s):	NA	Available Amount:	\$0.00	Expenditure Amount:	\$0.00
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Additional Budgetary Information:

If approved, future City budgets will include anticipated revenue from this lease. A budget amendment will be brought forward for the current year if required.

Funding Source(s):	NA	Sufficient Funds Available:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Budget Amendment Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Source:	
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City Attorney Reviewed:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Advisory Board Recommendation:	<input type="checkbox"/> For <input type="checkbox"/> Against <input checked="" type="checkbox"/> N/A	Consistent With:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
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Potential Motion/Direction Requested:	Motion to approve/deny the land lease agreement between the City of Palmetto and Verizon Wireless for the parcel located at 1720 12th Street West, Palmetto, Florida 34221.
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Staff Contact:	Jim Freeman, Mark Barnebey, Allen Tusing		
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Attachments:	Land Lease Agreement, Pictures of Monopole, Appendix B
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LAND LEASE AGREEMENT

This Land Lease Agreement, made this _____ day of _____, 2010 between the City of Palmetto, Florida, a municipal corporation of the State of Florida, with its principal offices located at 516 8th Avenue West, Palmetto, Florida 34221, hereinafter designated LESSOR and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 1720 12th Street West, Palmetto, Manatee County, Florida 34221, and being described as a 10' by 10' tower parcel and a 12' by 30' equipment parcel collectively containing approximately 460 square feet (the "Land Space"), together with the non-exclusive right (the "Access and Utility Easement") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, 12th Street West, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Access and Utility Easement (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also more particularly described in O.R. Book 1950, Page 4020 of the Public Records of Manatee County, Florida.

In the event any public utility is unable to use the Access and Utility Easement, 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.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" 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; RENTAL.

a. 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 shall commence and be due at a total annual rental of FIFTEEN THOUSAND, SIX HUNDRED DOLLARS AND NO CENTS (\$15,600.00) to be paid in annual installments, in advance, to City of Palmetto, Florida, a municipal corporation of the State of Florida, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental

payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later. In the event the date at which LESSEE is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date, and all subsequent annual payments shall be paid on or before the each anniversary of the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving 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 will increase on each yearly anniversary of the Commencement Date in an amount equal to two percent (2.0%) of the previous year's annual rental.

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 three (3) 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 three (3) months prior to the end of such term. The annual rental will increase on each yearly anniversary of the Commencement Date in an amount equal to two percent (2.0%) of the previous year's annual rental. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit

or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of white vinyl or like-kind fence construction or similar but comparable construction may be placed around the perimeter of the Telecommunications Compound, as described in Exhibit A, page 4. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE'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 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 thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of 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 LESSEE, or upon such later date as designated by LESSEE. All rentals paid prior to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

LESSEE covenants and agrees that all installations, modifications, maintenance and repairs, whether done by LESSEE or an agent or contractor of LESSEE, shall be made in a good and workmanlike manner, and that neither LESSEE nor any agent or contractor shall cause damage to the Property during installation, modification or repair, and during operation of the LESSEE's communications facility, nor shall any of such work cause any existing warranty for the roof benefiting LESSOR to be voided or impaired. LESSEE covenants that it will keep the tower in good repair as required by all Laws (as defined in Paragraph 33 below). The LESSEE shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

9. INDEMNIFICATION. Subject to Paragraph 10 below: (i) LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents; and (ii) LESSOR agrees, to the extent permitted by Subsection 768.28, Florida Statutes, to indemnify and hold the LESSEE harmless from and against such claims, caused by, or on behalf of, or through the fault of the LESSOR, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSEE, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the 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. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits 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 and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE

in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. 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 equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). 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.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. Intentionally Deleted.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest

in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

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

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term 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 during the Term that there are no 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 or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either 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 or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect 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, 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 and in the event of any litigation arising from this Agreement, venue shall be in County 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, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet tower space at the Premises within its sole discretion, upon notice to

LESSOR. Any sublease that is entered into by LESSEE 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.

Notwithstanding anything contained in this paragraph to the contrary, the LESSEE shall have the right to sublease space to one or more sublessees on the tower without the LESSOR's prior written consent. The LESSEE may not lease any ground space at the Premises to third party Sublessee(s) (the "Sublessee(s)") for the placement of the Sublessee(s) ground equipment. All Sublessee(s) must secure a separate lease with LESSOR for Sublessee(s) ground equipment. The LESSOR shall make good faith and responsible efforts to lease sufficient space to Sublessee(s) that desire to collocate on the tower for the installation, maintenance, and repair of ground equipment together with appropriate easements for utilities and access. The LESSOR hereby stipulates and agrees that it will impose reasonable terms and conditions on any ground lease between the LESSOR and Sublessee(s) that desire to collocate on the tower including without limitation, reasonable rent, lease term with appropriate extension terms, and access rights. LESSEE shall be entitled to retain, and shall not be required to remit to LESSOR, any rents paid by Sublessee(s) to LESSEE for the Sublessee(s)' use of the tower on the Premises and improvements located thereon. LESSEE shall have no liability to LESSOR in the event that Sublessee(s) fail to pay the LESSOR any rents or other payments owed by the Sublessee(s) to the LESSOR pursuant to a separate agreement between the LESSOR and the Sublessee(s). LESSEE shall have no liability of any nature to the LESSOR for failure to sublet all or any part of the tower on the Premises or for LESSEE's subsequent termination of a sublease. Notwithstanding anything contained herein to the contrary, a Sublessee(s)' failure to pay the rent or other payments to the LESSOR shall not constitute a default of this Agreement by the LESSEE.

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: LESSOR of Palmetto, Florida
a municipal corporation of the State of Florida
516 8th Avenue West
Palmetto, Florida 34221
Attention: Mayor

with copy to: City of Palmetto, Florida
a municipal corporation of the State of Florida
516 8th Avenue West
Palmetto, Florida 34221
Attention: City Clerk

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

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

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

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize 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 beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property 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 other real property interest and 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 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 the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided 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 LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR 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 LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion. Notwithstanding anything contained herein to the contrary, in the event that a default of this Agreement causes an immediate threat of injury to or death of one or more persons or destruction to the property of LESSOR or LESSEE, then the defaulting party shall immediately cure the default upon receipt of written notice from the other party.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws, upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which

the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. 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 specific activities of LESSEE in the Premises.

b. To the extent permitted by Subsection 768.28, Florida Statutes, LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation 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 concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to failure to comply with any environmental or industrial hygiene law, including without limitation 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 concerns or conditions caused by LESSEE's use of the Premises, unless such non-compliance results from conditions caused by LESSEE.

30. 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 Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination 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. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, 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 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 LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement 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 Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. 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.

35. 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.

36. MONOPOLE MAINTENANCE. LESSEE shall maintain the tower and any improvements constructed or installed on the Land Space in good and safe condition. In the event that LESSOR determines that the tower is not being maintained in a good and safe condition, LESSOR shall provide written notice to LESSEE of the condition and shall provide the LESSEE a reasonable time, not to exceed 60 days, to bring the tower into compliance with this section. In the event that the LESSEE does not bring the tower into compliance in the time provided, the LESSOR may notify the LESSEE in writing and proceed onto the Premises to bring the tower into compliance, in a manner, as the LESSOR reasonably deems appropriate. Notwithstanding any other provision herein, in the case where the LESSOR determines an imminent health or safety issue exists to the public, the LESSOR may take immediate action to remedy the tower's condition without having to provide written notice as set forth above. The LESSOR shall make diligent attempt to contact the LESSEE prior to taking action and shall notify the LESSEE in writing of any action taken by LESSOR pursuant to this section

<Signature Page to Follow>

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

WITNESSES:

Name: _____

Name: _____

ATTEST:

Name: _____

Title: City Clerk

WITNESSES:

Name: _____

Name: _____

LESSOR:

City of Palmetto, Florida,
a municipal corporation of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

Verizon Wireless Personal Communications LP,
a Delaware limited partnership
d/b/a Verizon Wireless

By: _____

Name: Hans F. Leutenegger

Title: Area Vice President Network

Date: _____

Exhibit "A"

Page 1 of 4

LESSOR'S PROPERTY:

THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 17 EAST, LESS THE SOUTHWEST 1/4 THEREOF, AND LESS THE SOUTH 20.0 FEET THEREOF AS SET FORTH IN THE AMENDED ORDER OF TAKING BY THE CITY OF PALMETTO, FLORIDA, RECORDED IN O.R. BOOK 1469, PAGE 2498, ALL BEING AND LYING IN MANATEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE S 00°18'56"W, ALONG THE EAST LINE OF SAID NORTH 1/2 OF THE SW 1/4 OF THE NE 1/4, A DISTANCE OF 641.95 FEET TO THE NORTH RIGHT OF WAY LINE OF 12TH STREET WEST AS PER AMENDED ORDER OF TAKING BY THE CITY OF PALMETTO, FLORIDA, RECORDED IN O.R. BOOK 1469, PAGE 2498, ALL BEING AND LYING IN MANATEE COUNTY, FLORIDA; THENCE N 89°26'50"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 662.40 FEET TO AN INTERSECTION WITH THE EAST LINE OF WEST PALMETTO OAKS, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 34, PAGE 177 OF SAID PUBLIC RECORDS AND THE EAST LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 15; THENCE N 00°12'43"E, ALONG THE EAST LINE OF SAID SUBDIVISION AND SAID EAST LINE OF THE SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NE 1/4, A DISTANCE OF 312.91 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION AND THE NORTHEAST CORNER OF SOUTH 1/2 OF THE NORTH 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NE 1/4; THENCE N 89°30'29"W ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 653.21 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NE 1/4; THENCE N 00°42'01"E, ALONG THE WEST LINE OF SAID NORTH 1/2 OF THE SW 1/4 OF THE NE 1/4, A DISTANCE OF 331.43 FEET TO THE NORTHWEST CORNER OF SAID NORTH 1/2 OF THE SW 1/4 OF THE NE 1/4; THENCE S 89°22'22"E, A DISTANCE OF 1313.95 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 15, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 14.72 ACRES, MORE OR LESS.

LESSEE'S Premises:

**TOWER LEASE PARCEL
PALMETTO HIDDEN LAKE PARK 87017**

A PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE SOUTH 00°18'56" WEST, ALONG THE EAST LINE OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 289.13 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 88°47'59" WEST, A DISTANCE OF 493.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°12'01" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 88°47'59" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 01°12'01" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°47'59" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0023 ACRES OR 100 SQUARE FEET, MORE OR LESS.

Exhibit "A"
Page 1 of 4

LESSEE Premises (cont.)
Together with:

**LESSEE LAND SPACE
PALMETTO HIDDEN LAKE PARK 87017**

A PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE SOUTH 00°18'56" WEST, ALONG THE EAST LINE OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 256.12 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 88°47'59" WEST, A DISTANCE OF 489.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°12'01" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 88°47'59" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 01°12'01" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 88°47'59" EAST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0082 ACRES OR 360 SQUARE FEET, MORE OR LESS.

And together with Access and Utility Easements over the following two parcels:

**TELECOMMUNICATIONS PARCEL
PALMETTO HIDDEN LAKE PARK 87017**

A PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE SOUTH 00°18'56" WEST, ALONG THE EAST LINE OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 230.88 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 88°47'59" WEST, A DISTANCE OF 480.25 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°12'01" WEST, A DISTANCE OF 120.36 FEET; THENCE NORTH 88°47'59" WEST, A DISTANCE OF 32.00 FEET; THENCE NORTH 01°12'01" EAST, A DISTANCE OF 30.00 FEET; THENCE THENCE NORTH 88°47'59" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 01°12'01" EAST, A DISTANCE OF 64.02 FEET; THENCE NORTH 61°56'11" EAST, A DISTANCE OF 53.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.1053 ACRES OR 4587 SQUARE FEET, MORE OR LESS.

And

Exhibit "A"

Page 3 of 4

LESSEE Premises (cont.)

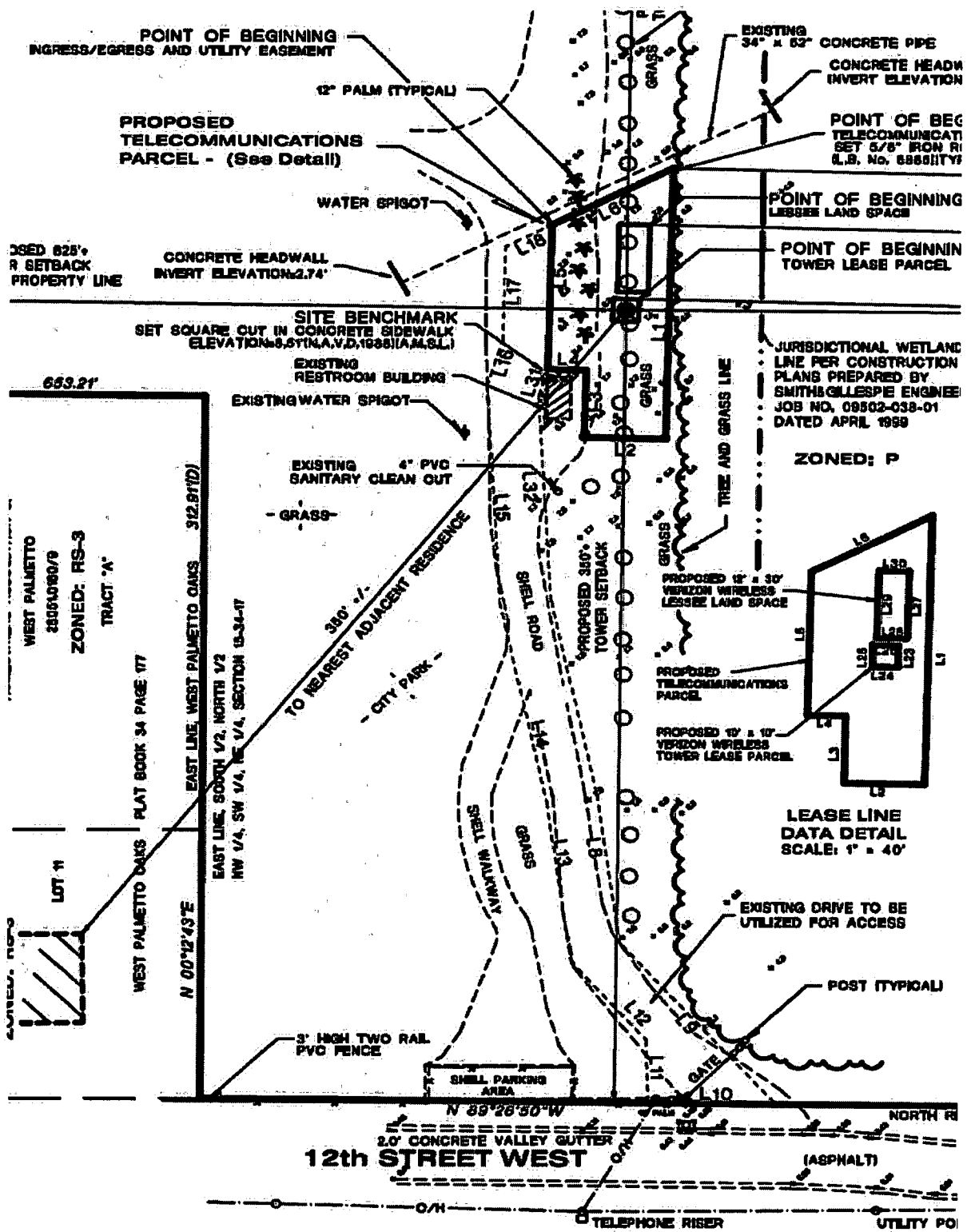
**INGRESS/EGRESS AND UTILITY EASEMENT
PALMETTO HIDDEN LAKE PARK 87017**

A PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE SOUTH 00°18'56" WEST, ALONG THE EAST LINE OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 230.88 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 88°47'59" WEST, A DISTANCE OF 480.25 FEET; THENCE SOUTH 61°56'11" WEST, A DISTANCE OF 53.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°12'01" WEST, A DISTANCE OF 64.02 FEET; THENCE SOUTH 16°43'24" WEST, A DISTANCE OF 12.51 FEET; THENCE SOUTH 03°16'20" EAST, A DISTANCE OF 90.65 FEET; THENCE SOUTH 11°52'16" EAST, A DISTANCE OF 89.36 FEET; THENCE SOUTH 07°59'28" EAST, A DISTANCE OF 66.63 FEET; THENCE SOUTH 40°22'49" EAST, A DISTANCE OF 94.05 FEET TO THE NORTH RIGHT OF WAY LINE OF 12TH STREET WEST; THENCE NORTH 89°26'50" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 49.76 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 01°48'42" WEST, A DISTANCE OF 28.22 FEET; THENCE NORTH 40°22'49" WEST, A DISTANCE OF 45.19 FEET; THENCE NORTH 07°59'28" WEST, A DISTANCE OF 71.76 FEET; THENCE NORTH 11°52'16" WEST, A DISTANCE OF 90.19 FEET; THENCE NORTH 03°16'20" WEST, A DISTANCE OF 97.87 FEET; THENCE NORTH 16°43'24" EAST, A DISTANCE OF 21.42 FEET; THENCE NORTH 01°12'01" EAST, A DISTANCE OF 42.21 FEET; THENCE NORTH 61°56'11" EAST, A DISTANCE OF 20.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.1962 ACRES OR 8548 SQUARE FEET, MORE OR LESS.

Page 4 of 4



LESSEE herein referred to as "Verizon Wireless"

Exhibit "A"

Page 5 of 5

LINE TABLE

COURSE	BEARING	DISTANCE
L1	S 01°12'01"W	120.36'
L2	N 88°47'59"W	32.00'
L3	N 01°12'01"E	30.00'
L4	S 88°47'59"E	18.00'
L5	N 01°12'01"E	84.02'
L6	N 6°55'11"E	63.88'
L7	S 1°52'18"E	68.36'
L8	S 07°59'29"E	68.83'
L9	S 40°22'49"E	94.05'
L10	N 89°26'50"W	48.75'
L11	N 0°45'42"W	28.22'
L12	N 40°22'40"W	45.18'
L13	N 07°59'29"W	71.75'
L14	N 1°52'18"W	90.18'
L15	N 03°16'20"W	87.87'

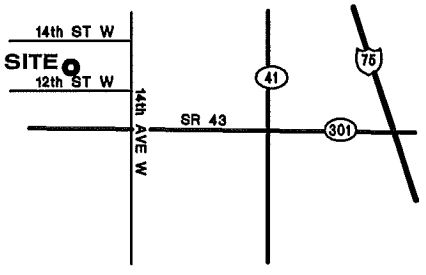
LINE TABLE

COURSE	BEARING	DISTANCE
L16	N 16°43'24"E	21.42'
L17	N 01°12'01"E	42.21'
L18	N 6°55'11"E	20.83'
L19	S 00°18'55"W	288.12'
L20	S 00°18'55"W	288.13'
L21	N 88°47'59"W	488.14'
L22	N 88°47'59"W	488.15'
L23	S 01°12'01"W	10.00'
L24	N 88°47'59"W	10.00'
L25	N 01°12'01"E	10.00'
L26	S 88°47'59"E	10.00'
L27	S 01°12'01"W	30.00'
L28	N 88°47'59"W	12.00'
L29	N 01°12'01"E	30.00'
L30	S 88°47'59"E	12.00'
L31	S 16°43'24"W	12.81'
L32	S 03°16'20"E	90.85'

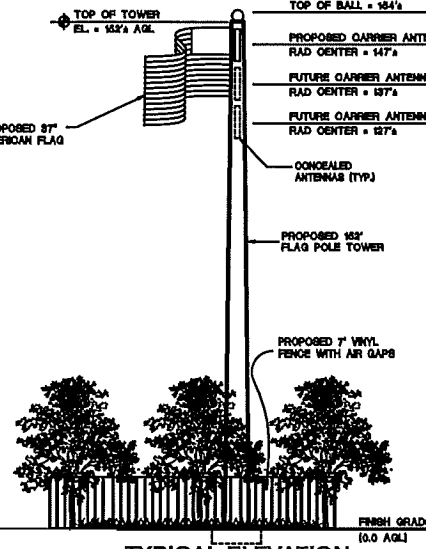
Exhibit "B"

Survey Attached hereto

SECTION 15, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA



VICINITY MAP
NOT TO SCALE



TYPICAL ELEVATION
PROPOSED TOWER SCHEMATIC
SCALE: N.T.S.

- GENERAL NOTES:
- EXISTING USE: PARK AND RECREATION
 - PROPOSED USE: UNMANNED TELECOMMUNICATION TOWER/RELAY EQUIPMENT.
 - WATER & SEWER SERVICE IS NOT REQUIRED.
 - TOWER SHALL NOT INTERFERE WITH NORMAL RADIO AND TELEVISION RECEPTION IN THE VICINITY.
 - PROPOSED TOWER FACILITIES SHALL COMPLY WITH ALL APPLICABLE F.A.A. AND F.O.O. REGULATIONS AND REQUIREMENTS.
 - TOWER SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE PROVISIONS OF STANDARD E.L.A./T.L.A. 222-E.
 - AFTER REVIEW OF FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 120189 0003 C, DATED NOVEMBER 10, 1983, THE VERIZON WIRELESS LEASE PARCEL DEPICTED HEREON LIES IN ZONE "A10" WITH A BASE FLOOD ELEVATION OF 8 (AREAS OF 100 YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED).
 - TOWER COORDINATES: NAD 83 LATITUDE: 27°31'28.972"N, LONGITUDE: 82°15'12.140"W.
 - SITE SURVEY DATA TAKEN FROM SURVEY PERFORMED BY ADVANCED LAND SURVEYING & MAPPING, DATED 3-10-2008, NO. 147-0286 REVISED 12-21-2008.

- SITE DATA:
- EXISTING ZONING: P (PUBLIC)
 - PARENT TRACT AREA: 14.72± ACRES
 - PROPOSED PROJECT AREA: 0.10± ACRES
 - OWNER: CITY OF PALMETTO
810 8th AVENUE WEST
PALMETTO, FL 34220
 - SITE ADDRESS: 1720 12th ST. WEST
PALMETTO, FL 34221
 - PARCEL No: 280510010/0
 - JURISDICTION: MANATEE COUNTY

PALMETTO HIDDEN LAKE PARK
SITE ID 87017
PROPOSED TELECOMMUNICATIONS FACILITY
ZONING PLAN

SHEET
Z1
JOB NO.

POINT OF BEGINNING
PARENT TRACT
TELECOMMUNICATIONS PARCEL, INGRESS/EGRESS AND
UTILITY EASEMENT, TOWER LEASE PARCEL, LESSEE
LAND SPACE, NORTHEAST CORNER, NORTH 1/2, SW 1/4,
NE 1/4, SECTION 15-34-17

1313.95'(D)

ZONED: RS-2

CITY OF PALMETTO S.A.L. RAILROAD RIGHT OF WAY (ABANDONED) NO INFORMATION AVAILABLE

ZONED: RS-2

Drainage Calculations
Verizon Wireless "PALMETTO HIDDEN LAKE PARK" Site

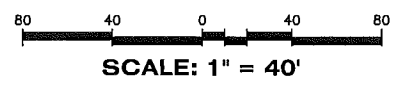
Site Characteristics: Parent Tract Area = 14.72 acres
Project Area = 0.10 acres

Existing Conditions: Parent Tract Area = Park (Partially Developed)
O-Factor = 0.250

Proposed Conditions: Area O-Factor Total QA

Existing Impervious: 23,451sf 1.0 23,451
Coarse Paved/Shoulders: 1,000sf 1.0 1,000
Grass (Native): 1,700sf 0.35 450
Proposed (Gravel): 1,700sf 0.35 450
Grass (Native): 1,700sf 0.35 450

Total: 64,103 sf 0.251 17,896
Proposed O-Factor = 0.251 Coefficient: No significant increase in runoff
Existing O-Factor = 0.250



ZONED: P

N 88°47'59"W

N 88°47'59"W

480.25'

L21

POINT OF BEGINNING
TOWER LEASE PARCEL

POINT OF BEGINNING
LESSOR LAND SPACE

POINT OF BEGINNING
LESSOR LAND SPACE

POINT OF BEGINNING
LESSOR LAND SPACE

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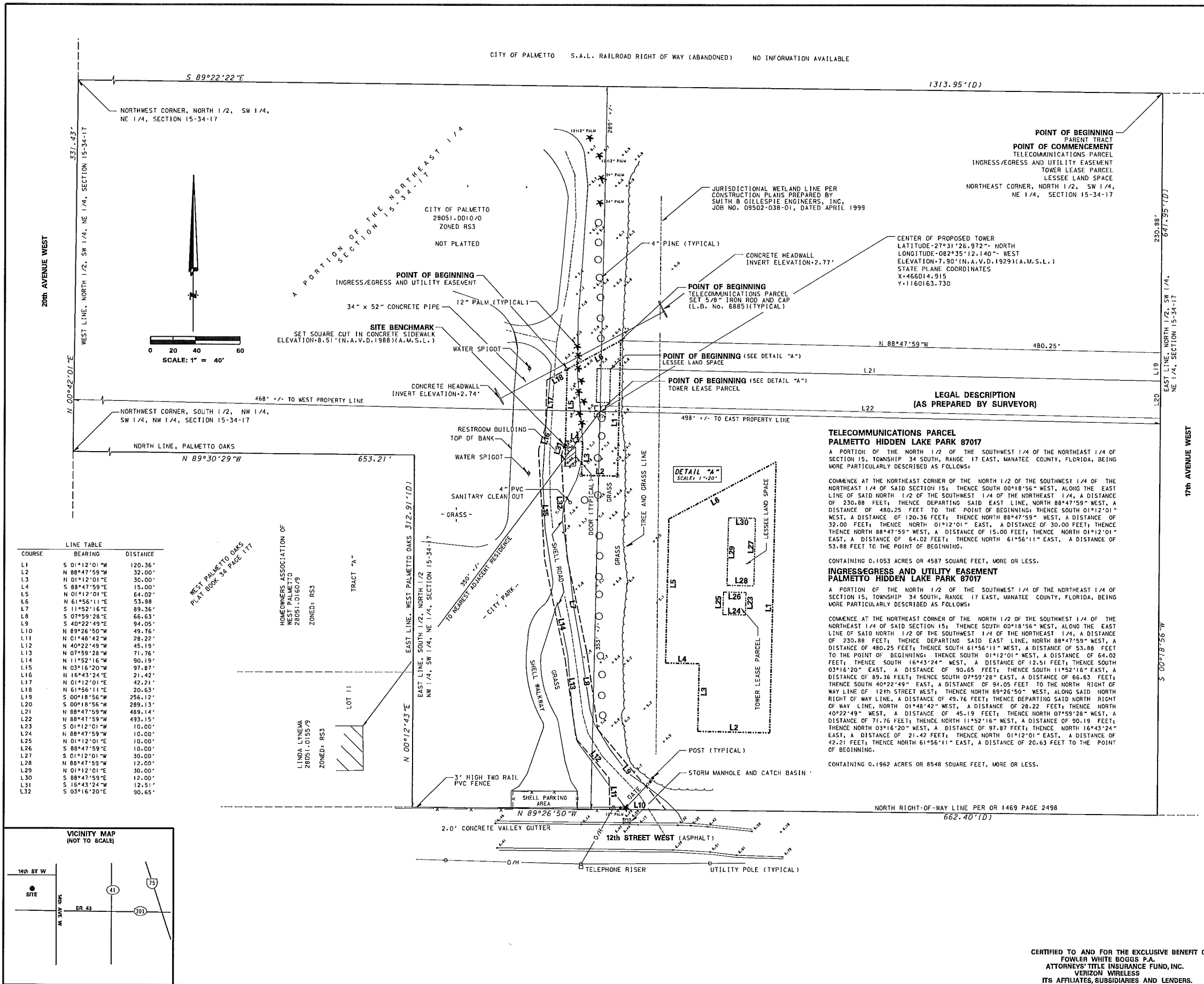
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VZW #87017/Hidden Lake Park - Option #1: 150 ft. Camouflage Flagpole Tower;
Tower Ordinance requires 100% tower height setback to nearest property line OR
City Council can amend to "fall zone" of tower (50 ft. +/-); Distances are estimated
using Manatee Co. GIS mapping system; Final distances determined by survey;



NOTE: Distances depicted are from
tower to nearest residential structures**

Pointer: 27°34'26.05"N 82°35'12.51"W

122th St W © 2009 Google

Image U.S. Geological Survey
Streaming 100%

Google

Eye alt: 284 m

pipe

wetlands line



