

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20040961

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and execute a Non-Disturbance Agreement between Lee County, Southwest Florida and Lee County Fair Association, Inc. as landlord, and Verizon Wireless Personal Communications, LP d/b/a Verizon Wireless as tenant. This agreement allows for the construction of a communication tower on Civic Center property. Authorize the County Manager to execute any documents necessary to enable Verizon to apply for a development order or permit.

WHY ACTION IS NECESSARY: Board must approve all agreements.

WHAT ACTION ACCOMPLISHES: Allows the construction of a tower on Civic Center property.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 04**

C11B

3. MEETING DATE:

08-10-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN.
- CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Parks and Recreation
- C. DIVISION

BY: John Yarbrough, Dept. Director

John Yarbrough

7. BACKGROUND:

At the Board of County Commissioners October 7, 2003 Board meeting, the Board gave direction to staff to negotiate for more favorable terms with Verizon for the lease of Civic Center property by the Fair Association. The new land lease between the Fair Association and Verizon for the construction of a communication tower is for a term of 20 years, at a rate of \$18,000 per year for the first five-year period. The agreement shall automatically be extended for three (3) additional five (5) year terms. The first extension term will be increased to \$20,700, the second extension term will be increased to \$23,805 and the third extension term will be increased to \$27,375.75.

No funding will be required.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>JY</i> <i>7/27/04</i>	<i>[Signature]</i>	<i>N/A</i>		<i>[Signature]</i> <i>7/28/04</i>	<i>OA</i> <i>7/28/04</i>	<i>OM</i> <i>7/29/04</i>	<i>Risk</i> <i>7/29/04</i>	<i>GC</i> <i>7/29/04</i>	<i>[Signature]</i> <i>7/29/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *7/28/04*
Time: *3:35*
pm
Forwarded To:
Co. Clerk
7/29/04

RECEIVED BY
COUNTY ADMIN *CA*
7/29/04
11:20 AM SLT
COUNTY ADMIN
FORWARDED TO: *[Signature]*
7/29/04
4:15 PM

MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY

DATE: July 6, 2004

To: John Yarbrough
Director, Parks & Recreation

FROM: 
Kristie L. Kroslack
Assistant County Attorney

RE: **Verizon Tower Lease at Civic Center Non-Disturbance Agreement**

John -

Attached are three (3) Non-Disturbance Agreements to be blue sheeted and routed, after you review.

On October 7, 2003 (blue sheet # 20031123) the Board of County Commissioners gave direction to staff to negotiate for more favorable terms with Verizon for the lease of Civic Center property by the Fair Association. The new land lease between the Fair Association and Verizon for the construction of a communication tower is for a term of 20 years, at a rate of \$18,000 per year for the first five year period.

This is a six thousand (\$6,000) increase from the prior version of the lease, which should benefit the Fair Association in its endeavors to repair the Civic Center building.

Should you have any questions, please do not hesitate to contact me.

KLK/kab

Attachment

cc: Robert W. Gray, As County Attorney
David M. Owen, Chief Assistant County Attorney
Bill Hammond, Deputy County Manager
Holly Schwartz, Assistant County Manager



MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY

Paul Arthur
public resources
telecommunications
How much
per yr

DATE: October 3, 2003

To: Board of County Commissioners

FROM:

Kristie L. Kroslack
Assistant County Attorney

RE: Briefing of 10/6/03 for BOCC meeting of 10/7/03
Blue Sheet #20031123 Verizon Tower Lease at Civic Center

(b)

Facts:

On October 31, 2000 the Board of County Commissioners entered into an "Agreement for Management" with the Southwest Florida and Lee County Fair Association, Inc.. for the 100 acre tract in North Fort Myers containing the Lee Civic Center. [A copy of the Agreement is attached].

The Agreement gives the Fair Association authority, *without limit*, to:

" enter into leases, licenses, contracts, subleases, assignments or other agreements of its choice regarding use, maintenance and/or operation of the Complex without prior approval by the County."

In the Agreement, the Complex is defined as: "property (including buildings and all structures) as shown on the map attached as Exhibit "A", incorporated herein by reference."

Previously, on 2/27/01, the Fair Association sought to lease a portion of the tract to American Tower for the construction of a communications tower. Presently, the Fair Association seeks to enter into a land lease with Verizon, for a term of 25 years, at a rate of \$12,000.00 per year with minor price increases every 5 years.

Issue:

(1) Whether the Board of County Commissioners intended to delegate the power to lease civic center land, for the construction of a communication tower, to the Fair Association by virtue of the "Agreement for Management of the Lee Civic Center Complex."

(A) If the answer is "No" then it is recommended that the Agreement for Management be amended to clarify the intent of the parties and the scope of the agreement.

(B) If the answer is "Yes" then after the Board approves the conflict waiver letter, county staff will proceed to negotiate a lease agreement with Robert Motes, legal counsel for Verizon. Foreseeably, the County could be bound by the terms contained in such lease agreement, if the Fair Association should terminate or default on the "Agreement for Management". As such, staff will negotiate for terms favorable to the County.



Communication Development Services, Inc.
1019 Hollyberry Ct.
Brandon, FL 33511

July 2, 2004

Ms. Kristy Kroslack
Lee County Attorney's Office
P.O. Box 398
Ft. Myers, FL 33902-0398

2004 JUL -6 AM 8:36
RECEIVED BY
LEE CO. ATTORNEY

Re: Non-Disturbance Agreement- Lee Civic Center

Dear Ms. Kroslack,

Enclosed are (3) three Non-Disturbance Agreements, signed by the Southwest Florida and Lee County Fair Association, Inc. and Verizon Wireless. These agreements are prepared and ready for signature by Lee County.

The lease agreement and MOL have been fully executed by the Fair Association and Verizon Wireless. A copy of these executed agreements has been included for your reference.

It is my understanding that this could be put on the agenda for July 27th. Should you need anything further to complete the submittal package, please feel free to contact me at 813-376-3040.

Sincerely,

A handwritten signature in cursive script that reads "Karen Cunningham".

Karen Cunningham

From: <robert.motes@hklaw.com>
To: <KKROSLACK@leegov.com>
Date: 4/30/04 6:04PM
Subject: RE: Verizon / Tower / Lee County Civic Center

Kristie, Verizon Wireless agreed to a 20 year term and starting rent of 18,000. The revised rent is as follows: 1st 5-year term = \$18,000. 2nd 5-year term = \$20,700. 3rd 5-year term = \$23,805. 4th 5-year term = \$27,375.75.

I am still waiting to hear about the insurance.

Sincerely,

Robert Motes
Holland & Knight LLP
One East Broward Boulevard
Suite 1300
Fort Lauderdale, Florida 33301
(954) 468-7886 Tel
(954) 463-2030 Fax

-----Original Message-----

From: Kristie Kroslack [mailto:KKROSLACK@leegov.com]
Sent: Thursday, April 29, 2004 3:54 PM
To: robert.motes@hklaw.com
Subject: BOCC

Mr. Motes-

Please relay to your client, Verizon, that the BOCC was very clear in their instructions to me to ensure a competitive rate for the Fair Board. The Fair Board appears to be an entity which operates on limited funds but provides a well-liked public service.

Thank you for your assistance. I believe we resolved many of the outstanding issues today.

NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT ("AGREEMENT") is entered into this _____ day of _____ 2004, by and among **LEE COUNTY**, a political subdivision and chartered County of the State of Florida (the "COUNTY"), with an address of P.O. Box 398, Fort Myers, Florida 33902-0398; **SOUTHWEST FLORIDA AND LEE COUNTY FAIR ASSOCIATION, INC.**, a not-for-profit organization (the "LANDLORD"), with an address of P.O. Box 398, Fort Myers, Florida 33902; and **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP** d/b/a VERIZON WIRELESS, a Delaware limited partnership ("the TENANT") with an address of 180 Washington Valley Road, Bedminster, New Jersey 07921.

WITNESSETH:

WHEREAS, the COUNTY is the owner of that certain real property located in Lee County, State of Florida, known as the Lee Civic Center Complex which is more particularly described in Exhibit "A" attached hereto (the "Complex"); and

WHEREAS, the COUNTY and LANDLORD entered into an Agreement for Management of Lee Civic Center Complex, dated October 31, 2000 (the "Management Agreement"), that commenced on October 1, 2000, for an initial term of twenty (20) years with successive ten (10) year renewals upon mutual agreement; and

WHEREAS, under Paragraph 5 of said Management Agreement, LANDLORD is authorized to enter into leases and other agreements regarding use, maintenance and/or operation of the Complex; and

WHEREAS, LANDLORD and TENANT intend to enter into a Land Lease Agreement ("Lease") whereby LANDLORD shall lease to TENANT certain real property for placement of a communications facility, (which shall meet the criteria for a special exception under Lee County Ordinance 03-11), located within the Complex at 11831 Bayshore Road, Fort Myers, Florida 33917, which is more particularly described in Exhibit "B" attached hereto and made a part

hereof ("Property"), together with easements for ingress, egress and utilities on that real property.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and TENANT hereby agree as follows:

1. **Non-Disturbance**
In the event of the termination, cancellation or expiration of the Management Agreement for any reason while the Lease is still in effect, the Property shall remain subject to the Lease for the remainder of the term thereof, including all renewals and extensions provided for in the Lease. COUNTY, its successors and assigns, shall honor and agree to be bound by the terms of the Lease, provided that TENANT is not in default under the terms of the Lease beyond any applicable notice and cure period, and treat the Lease as if the Lease were between COUNTY, as Lessor, and TENANT.

2. **Obligations of Tenant**
TENANT shall perform and observe all of the obligations imposed by the Lease upon TENANT. The rights and obligations of COUNTY and TENANT shall be the same as set forth in the Lease, it being the intention of the parties hereto for this purpose to incorporate the Lease in this AGREEMENT by reference with the same force and effect as if set forth at length herein.

3. **Default by Landlord**
COUNTY shall give TENANT notice of any default by LANDLORD under the terms of the Management Agreement. However, TENANT is under no duty to cure or assume any of LANDLORD's obligations under the Management Agreement.

4. **County and Landlord's Representations**
COUNTY and LANDLORD represent as of the date of this Non-Disturbance Agreement that:
 - (a) there have been no other supplements, amendments, modifications or additions to the Management Agreement;
 - (b) there are no additional agreements, either written or oral, between COUNTY and LANDLORD regarding the Property or LANDLORD's obligations under the Management Agreement;
 - (c) the Management Agreement is in full force and effect and COUNTY does not have any claims against LANDLORD; and to date, LANDLORD has not defaulted under the Management Agreement.
 - (d) the COUNTY'S execution of this AGREEMENT is not to be construed as direction to the Hearing Examiner to approve the tower, which approval will be separately applied for by TENANT.

- (e) The COUNTY'S execution of this document does not constitute approval of the tower on the site, which approval will be separately applied for by TENANT.
- (f) LANDLORD has the right and authority, as Manager under the Management Agreement, to enter into the Lease with TENANT.

5. **Notices**

All notices required or permitted to be made under this Agreement shall be deemed properly served, (i) if delivered in writing personally, (ii) if sent by certified mail return receipt requested, or (iii) if sent 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, to:

COUNTY: Board of County Commissioners of
Lee County, Florida
P.O. Box 398
Fort Myers, Florida 33902-0398
Attention: Chairman

LANDLORD: Southwest Florida and Lee County Fair Association, Inc.
P.O. Box 398
Fort Myers, Florida 33902

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

6. **Waivers to be in Writing.**

No modification, amendment, waiver or release of any provision of this AGREEMENT or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

7. **Successors and Assigns.**

This AGREEMENT shall be binding upon and inure to the benefit of COUNTY, TENANT and their respective heirs, successors and assigns.

8. **Miscellaneous**

The non-disturbance and recognition provisions of this AGREEMENT shall be self-operative, and there shall be no need for either party hereto to execute any further instruments in order to effectuate the terms of such provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Ray Judah, Chairman

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

WITNESS *Bonnie Hammer*

Bonnie Hammer
Print Name:

SOUTHWEST FLORIDA AND LEE COUNTY
FAIR ASSOCIATION, INC.

BY: *Robert D. Sauer*

WITNESS *Candace K. Stone*
CANDACE K. STONE

CANDACE K. STONE
Print Name:

Robert D. SAUER

Print Name

WITNESS
Kate Eaton

Print Name *Kate Eaton*

VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP
d/b/a Verizon Wireless

BY: *H. Bower*

WITNESS
Catharine Lawson

Print Name *Catharine Lawson*

Howard H. Bower
Area Vice President, Network, South Area

NOTARY ACKNOWLEDGEMENT FOR LEE COUNTY

State of _____

County of _____

This instrument was acknowledged before me on _____, 2004, by _____, who is its _____, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this ___ day of _____, 2004.

[Affix Notary Seal]

Signature of Notary: _____

My commission expires: _____

NOTARY ACKNOWLEDGEMENT FOR LEE COUNTY

State of Florida

County of Lee

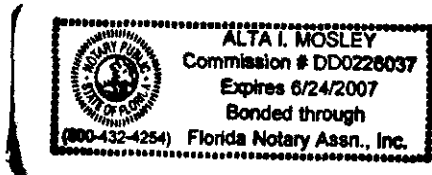
This instrument was acknowledged before me on June 25, 2004, by Robert N. Lawson, who is its Treasurer, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 25 day of June, 2004.

[Affix Notary Seal]

Signature of Notary: Alta I. Mosley

My commission expires: _____



NOTARY ACKNOWLEDGEMENT FOR VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless

State of North Carolina

County of Gaston

This instrument was acknowledged before me on June 14, 2004, by Howard H. Bower, who is its Area Vice President, Network, South Area, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 14th day of June, 2004.

[Affix Notary Seal]

Signature of Notary: Susan E. Long

My commission expires: _____



NOTARY ACKNOWLEDGEMENT FOR SOUTHWEST FLORIDA AND LEE COUNTY FAIR ASSOCIATION, INC.

State of Florida

County of Lee

This instrument was acknowledged before me on June 25, 2004, by Robert M. Sauer, who is its Treasurer, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 25 day of June, 2004.

[Affix Notary Seal]

Signature of Notary: Alta I. Mosley

My commission expires: _____

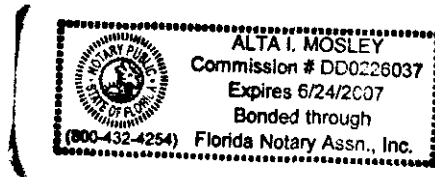


EXHIBIT "A"

The following described real property constitutes the Complex:

The South one-half ($\frac{1}{2}$) of the Northwest one-quarter ($\frac{1}{4}$) of the Northeast one-quarter ($\frac{1}{4}$) of Section 24, Township 43 South, Range 25 East; and the North one-half ($\frac{1}{2}$) of the South-west one-quarter ($\frac{1}{4}$) of the Northeast one-quarter ($\frac{1}{4}$), Section 24, Township 43 South, Range 25 East; and the North one-half ($\frac{1}{2}$) of the Northwest one-quarter ($\frac{1}{4}$) of the Northeast one-quarter ($\frac{1}{4}$) of the Northeast one-quarter ($\frac{1}{4}$) of Section 24, Township 43 South, Range 25 East, Lee County, Florida.

AND TOGETHER WITH:

The East one-half ($\frac{1}{2}$) of the East one-half ($\frac{1}{2}$) of Section 24, Township 43 South, Range 25 East, lying North and West of State Road #78, less State Road right-of-way, less the North one-half ($\frac{1}{2}$) of the Northwest one-quarter ($\frac{1}{4}$) of the Northeast one-quarter ($\frac{1}{4}$), of the Northeast one-quarter ($\frac{1}{4}$), Section 24, Township 43 South, Range 25, East, Lee County, Florida.

EXHIBIT "B"

The Property is legally described and shown as follows:

Legal Description of Property:

A parcel of land being a part of the Northeast 1/4 of Section 24, Township 43 South, Range 25 East, being more particularly described as follows:

Commence at the Northeast corner of said Northeast 1/4;
thence N 89°49'28" W along the North line of said Northeast 1/4 a distance of 928.19 feet;
thence S 00°10'32" W a distance of 565.69 feet to the Point of Beginning;
thence S 57°32'28" E a distance of 50.00 feet;
thence S 32°27'32" W a distance of 40.00 feet;
thence N 57°32'28" W a distance of 50.00 feet;
thence N 32°27'32" E a distance of 40.00 feet to the Point of Beginning

Said land situate within Lee County, Florida containing 2,000 square feet, more or less.

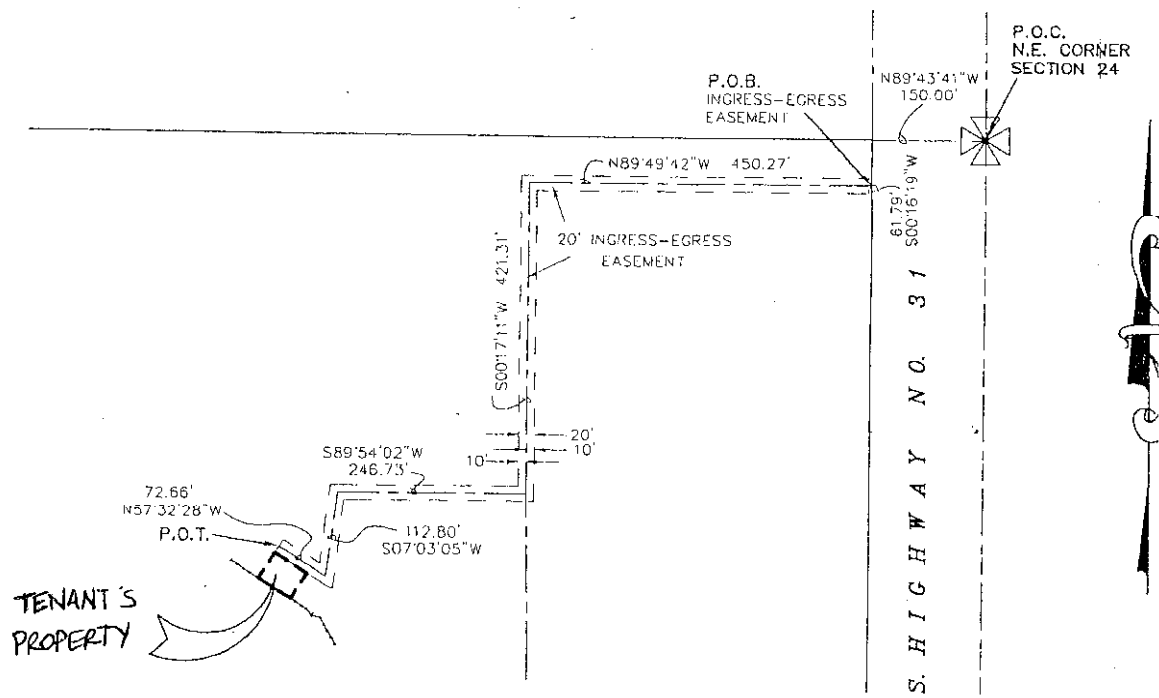
Legal Description of 20' Ingress-Egress/Utility Easement:

A 20.00 foot strip of land lying in the Northeast 1/4 of Section 24, Township 43 South, Range 25 South, the centerline of said strip being more particularly described as follows:

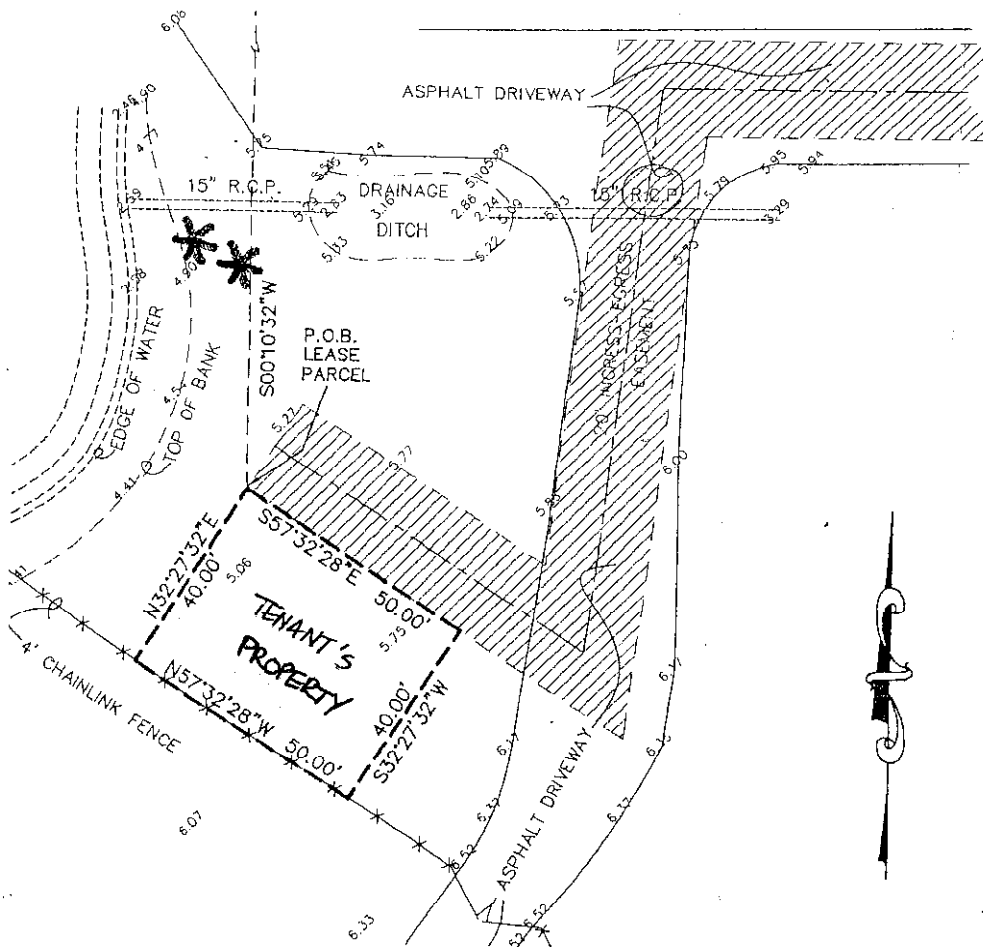
Commence at the Northeast corner of said Northeast 1/4;
thence N 89°43'41" W along the North line of said Northeast 1/4 a distance of 150.00 feet to the Point of Beginning;
thence N 89°49'42" W a distance of 450.27 feet;
thence S 00°17'11" W a distance of 421.31 feet;
thence S 89°54'02" W a distance of 246.73 feet;
thence S 07°03'05" W a distance of 112.80 feet;
thence N 57°32'28" W a distance of 72.66 feet to a Point of Termination.

Said land situate within Lee County, Florida containing 26,075 square feet, more or less.

TENANT'S PROPERTY



DETAIL OF TENANT'S PROPERTY



LAND LEASE AGREEMENT

This Agreement, made this 25th day of June, 2004 between SOUTHWEST FLORIDA AND LEE COUNTY FAIR ASSOCIATION, INC., a Florida Chapter 616 Fair Association, with its mailing address located at 11831 Bayshore Road, North Fort Myers, Florida 33917, Tax ID #59-6142649, hereinafter designated LESSOR, and VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property legally described in Exhibit "A" attached hereto and made a part hereof (the entirety of LESSOR's property is referred to hereinafter as the "Property"), said portion being described as a 40' by 50' parcel containing 2,000 square feet; together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over, under or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Arcadia Road (U.S. Highway 31); together with the right for the installation and maintenance of utility wires, poles, cables, conduits, and pipes under or along said twenty (20') foot wide right-of-way and over, under or along the demised premises. The demised premises and right-of-way for access and utilities (hereinafter collectively referred to as the "Premises") are as described herein in Exhibit "A" attached hereto and made a part hereof, and as shown on that plat of survey attached hereto and incorporated herein as Exhibit "B". It being understood that LESSEE's access to the Premises shall not unreasonably interfere with LESSOR's operations or events on the Property; provided, however, LESSEE shall retain its unfettered access over the Property to the Premises from the nearest public right-of-way seven (7) days a week, twenty-four (24) hours a day.

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

2. SURVEY. LESSOR has granted to LESSEE the right to survey the Property and the Premises, and said survey is attached hereto and made a part hereof as Exhibit "B", and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM. This Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Eighteen Thousand Dollars (\$18,000.00), plus applicable taxes, if any, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the

first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Twenty Thousand Seven Hundred and 00/100 Dollars (\$20,700.00); the second (2nd) five (5) year extension term shall be increased to Twenty-Three Thousand Eight Hundred Five and 00/100 Dollars (\$23,805.00); the third (3rd) five (5) year extension term shall be increased to Twenty-Seven Thousand Three Hundred Seventy-Five and 75/100 Dollars (\$27,375.75).

6. INTENTIONALLY OMITTED.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facilities and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction shall be placed around the perimeter of the Premises by LESSEE (not including the access easement). LESSEE agrees that it will, at its sole cost and expense, install and maintain landscaping, as required by LESSEE's zoning approvals, around the fence located within the Premises. All improvements shall be at LESSEE's expense and the installation and maintenance of all improvements shall be by LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the 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, at no cost to LESSOR, shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE; provided however, LESSOR may take such action as is reasonably necessary to comply with governmental laws or governmental restrictions affecting LESSOR's use of the Property. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use or if any Governmental Approval is conditional and LESSOR does not accept the conditions placed on the

Property due to unreasonable interference with LESSOR's use of the Property, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents. This provision shall survive the termination of the Agreement. Notwithstanding anything to the contrary in this Agreement, in the event Lee County becomes LESSOR under this Agreement pursuant to the terms of that certain Non-Disturbance Agreement to be entered into by and between Lee County and LESSEE, the indemnity obligations of Lee County under this paragraph are subject to the protections of Florida Statute 768.28.

9. INSURANCE. To the extent permitted by law, the Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to 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. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$2,000,000 combined single limit for injury to or death of one or more persons in any one occurrence and for damage or destruction to property in any one occurrence. If the Agreement is extended pursuant to paragraph four (4) of this Agreement, the parties mutually agree to review, and if necessary, revise the liability limits in accordance with liability limits that are commercially reasonable for the telecommunications industry. LESSEE further agrees to abide by Lee County's insurance requirements attached to this Agreement as Exhibit "D"; provided, however, it is agreed that LESSEE can satisfy the requirements of this Section 9 and those contained in Exhibit "D" through the maintenance of a single insurance program.

10. ANNUAL TERMINATION. After the conclusion of the first five (5) years of the Agreement, notwithstanding anything to the contrary contained herein, and provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon each annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

11. INTERFERENCE. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference the then-existing equipment of the LESSEE. The Parties acknowledge

that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

12. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings will only be removed to the extent of six inches (6") below grade level), fixtures and all personal property and otherwise restore the Premises and easement area to its original condition, reasonable wear and tear and casualty excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. TAXES. LESSEE, if applicable, will pay all personal property taxes assessed on its improvements located within the Premises. Further, LESSEE shall pay as additional rent any documented increase in real estate taxes levied against the Property which are directly attributable to the improvements constructed by LESSEE within the Premises. LESSOR shall provide to LESSEE a copy of any notice, assessment or billing relating to real estate taxes for which LESSEE is responsible under this Agreement within ten (10) days of receipt of the same by LESSOR. Within sixty (60) days after receipt of such notice, assessment or billing from LESSOR, LESSEE shall pay LESSOR the amount of any such documented increase. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which LESSEE is wholly or partly responsible for payment under this Agreement. LESSOR shall reasonably cooperate with LESSEE in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

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

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

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

and interest subject to restrictions, reservations, encumbrances and other matters of record as of the date of this Agreement as well as the management agreement between LESSOR and Lee County attached hereto as Exhibit "C". Further, LESSOR agrees that it will not amend or consent to an amendment of said management agreement in a manner that would interfere with LESSEE's permitted use of the Premises under this Agreement.

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

18. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State and County in which the Property is located. Venue shall lie in Lee County, Florida.

19. 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(s), affiliates, or any subsidiary of LESSEE, its principal(s) or affiliates; 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; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. 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. LESSEE and LESSOR agree that any third party wireless provider, or any other person or party, that desires to co-locate on LESSEE's communications tower shall be required to lease ground space directly from LESSOR.

20. 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: Southwest Florida and Lee County Fair Association, Inc.
11831 Bayshore Road
North Fort Myers, Florida 33917
Attention: President

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

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

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

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

23. RECORDING. LESSEE agrees to prepare and 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 term or rent payments.

24. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it

reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Paragraph.

25. ENVIRONMENTAL.

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

b. LESSOR shall hold LESSEE harmless and indemnify the 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) LESSOR'S 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 compliance results from conditions caused by the LESSEE, its agents, invitees or assigns; 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 the LESSEE, its agents, invitees or assigns.

26. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forth-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt 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 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, all rental shall abate during the period of such fire or other casualty.

27. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such

condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this 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.

28. SUBMISSION OF LEASE. 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.

29. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSEE agrees that it will maintain its equipment and improvements located within the Premises in conformance with all applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises. Further, LESSEE agrees, at no cost to LESSEE, to reasonably cooperate with LESSOR regarding keeping the Property (including the Premises) in compliance with all applicable laws, rules and regulations.

30. 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.

31. 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.

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

WITNESS

Bonnie Hammer
Name: Bonnie Hammer

Aita Mosley
Name: AITA MOSLEY

WITNESS

Kate Eaton
Name: Kate Eaton

Catharine Lawson
Name: Catharine Lawson

LESSOR:

Southwest Florida and
Lee County Fair Association, Inc.

BY: Robert D Sauer
Name: ROBERT D. SAUER
Title: TREASURER

LESSEE:

Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless

BY: Howard H. Bower
Name: Howard H. Bower
Area Vice President - Network
South Area

Exhibit "A"

(Legal Description of Property, Premises and Access/Utility Right-of-way)

Legal Description of Property:

The South 1/2 of the Northwest 1/4 of the Northeast 1/4 and the North 1/2 of the Southwest 1/4 of the Northeast 1/4 and the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 43 South, Range 25 East, Lee County, Florida;

Together with the East 1/2 of the East 1/2 lying North and West of State Road 78, less State Road Right-of-way, less the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 43 South, Range 25 East, Lee County, Florida.

Legal Description of Premises:

A parcel of land being a part of the Northeast 1/4 of Section 24, Township 43 South, Range 25 East, being more particularly described as follows:

Commence at the Northeast corner of said Northeast 1/4;
thence N 89°49'28" W along the North line of said Northeast 1/4 a distance of 928.19 feet;
thence S 00°10'32" W a distance of 565.69 feet to the Point of Beginning;
thence S 57°32'28" E a distance of 50.00 feet;
thence S 32°27'32" W a distance of 40.00 feet;
thence N 57°32'28" W a distance of 50.00 feet;
thence N 32°27'32" E a distance of 40.00 feet to the Point of Beginning

Said land situate within Lee County, Florida containing 2,000 square feet, more or less.

Legal Description of 20' Access/Utility Right-of-way:

A 20.00 foot strip of land lying in the Northeast 1/4 of Section 24, Township 43 South, Range 25 South, the centerline of said strip being more particularly described as follows:

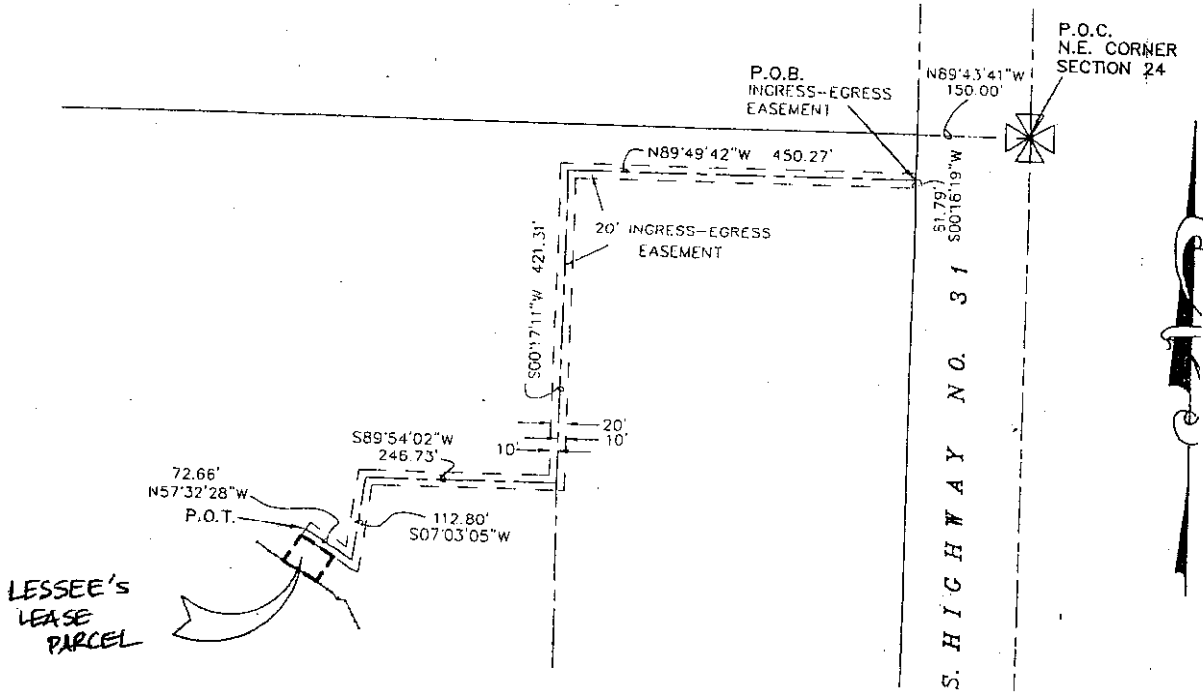
Commence at the Northeast corner of said Northeast 1/4;
thence N 89°43'41" W along the North line of said Northeast 1/4 a distance of 150.00 feet to the Point of Beginning;
thence N 89°49'42" W a distance of 450.27 feet;
thence S 00°17'11" W a distance of 421.31 feet;
thence S 89°54'02" W a distance of 246.73 feet;
thence S 07°03'05" W a distance of 112.80 feet;
thence N 57°32'28" W a distance of 72.66 feet to a Point of Termination.

Said land situate within Lee County, Florida containing 26,075 square feet, more or less.

Exhibit "B"

(Please see attached)

LESSEE'S PREMISES



DETAIL OF LESSEE'S PREMISES

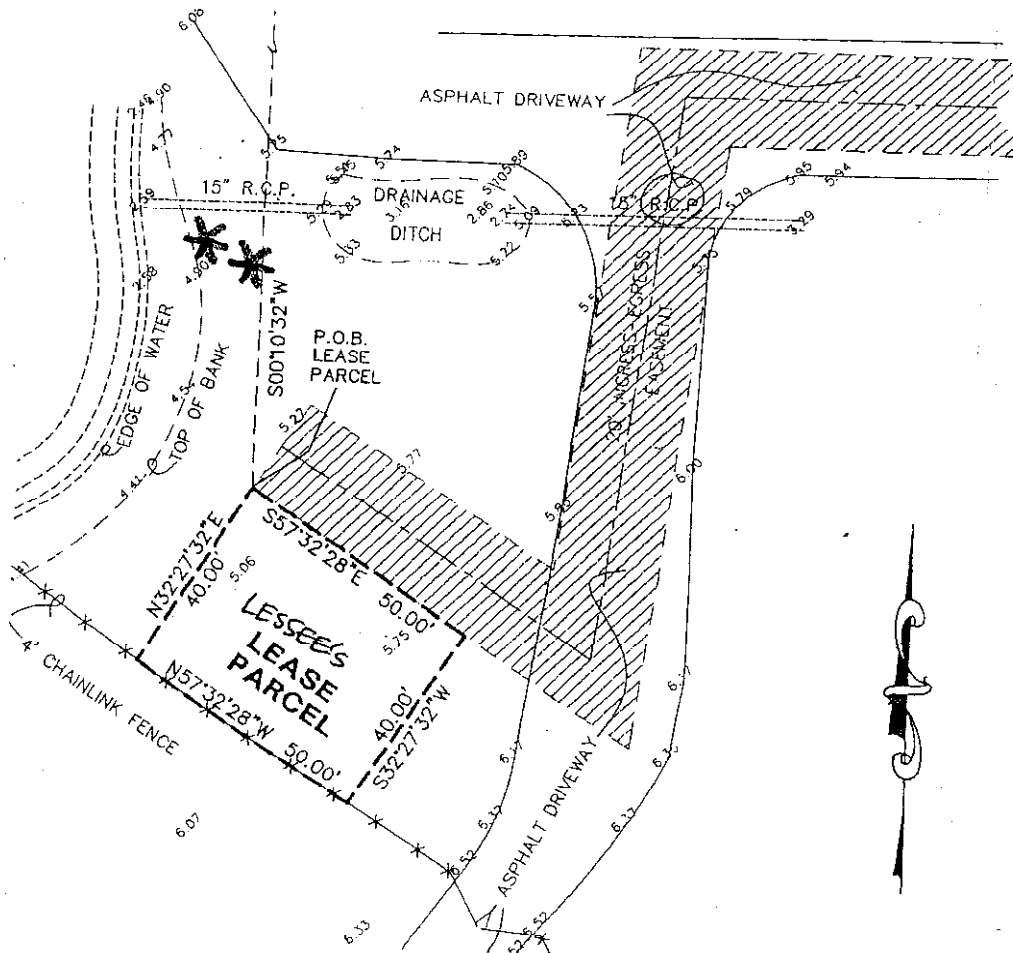


Exhibit "C"

Agreement For Management of Lee Civic Center Complex

(Please see attached)

AGREEMENT FOR MANAGEMENT**OF****LEE CIVIC CENTER COMPLEX**

WHEREAS, Lee County owns a one-hundred acre tract in North Fort Myers, Florida, containing the Lee Civic Center and other buildings, collectively known as the Lee Civic Center Complex; and

WHEREAS, the Board of County Commissioners of Lee County, Florida, desires to have the Lee Civic Center Complex managed by the Southwest Florida and Lee County Fair Association, Inc., a not-for-profit organization incorporated under Chapter 616, Florida Statutes, and chartered in 1960 by the Circuit Court in Lee County, Florida; and

WHEREAS, the Southwest Florida and Lee County Fair Association, Inc. desires to manage the Lee Civic Center Complex for Lee County;

NOW, THEREFORE, the parties hereto hereby agree as follows:

INITIAL RECITALS

1. The above recitals are hereby incorporated into this Agreement as though fully set forth below.
2. The Lee Civic Center Complex shall be hereafter referred to as "the Complex" and defined as that property (including buildings and all structures) as shown on the map attached as Exhibit "A", incorporated herein by reference.
3. Lee County, acting by and through its duly elected Board of County Commissioners or such other persons as permitted by applicable state law, shall be hereafter referred to as "the County."
4. The Southwest Florida and Lee County Fair Association, Inc., acting by and through its duly elected Board of Directors or such other members as permitted by applicable state law, shall hereafter be referred to as "the Fair Association."

USE OF COMPLEX

5. The County hereby contracts with the Fair Association to manage the Complex for the term hereof (and any extensions as provided under this agreement).

The Fair Association may enter into leases, licenses, contracts, subleases, assignments or other agreements of its choice regarding use, maintenance and/or operation of the Complex, without prior approval by the County. The relationship between the parties shall be that of independent contractors, and nothing herein shall be construed as creating a partnership, joint venture, or any relationship other than independent contractors.

6. The Fair Association shall make a good faith effort to accommodate community groups in their requests for use of the Complex. However, the County shall not expect the Fair Association to subsidize the use of the Complex by community groups.

7. The Civic Center shall be used as an emergency relief center, should Lee County be affected by a major or catastrophic disaster, or if the Governor requests the use of the facility to assist another part of Florida with relief of a major or catastrophic disaster. The purpose of the relief center would be to co-ordinate and promote an efficient flow of donated goods and services entering into the area as a result of a major or catastrophic disaster, or as a center to support another area of the state impacted by a major or catastrophic disaster. As an emergency relief center, the Civic Center would serve one of the following missions: (a) a Regional Relief Center (RRC) as defined by the State Comprehensive Emergency Management Plan; (b) a Volunteer and Donations Staging Area for donated relief resources entering Lee County; (c) a Volunteer and Donations Staging Area supporting another established Regional Center. However, it is understood that the Civic Center would be used to carry out these missions only under the following conditions: (a) The Board of County Commissioners of Lee County has issued a State of Local Emergency, or the County has been affected by a major or catastrophic disaster; and/or (b) the Governor, under Executive Order, requests the use of the Civic Center to assist another area recover from a major or catastrophic disaster. The County agrees to pay all costs associated with the usage under this Paragraph.

8. The Fair Association shall not use the Complex for any unlawful purpose, and shall comply with all lawful rules, regulations and ordinances of governmental

authorities wherein the Complex is located, but only insofar as such ordinances and regulations pertain to the manner in which the Fair Association shall use the Complex.

FINANCIAL TERMS

9. The Fair Association agrees to pay all costs of operation and maintenance of the Complex during the term hereof, unless otherwise provided in this Agreement, and shall pay any applicable sales and use tax levied upon its use and occupancy of the Complex.

10. Both parties acknowledge that the Complex needs certain repairs and improvements, both at this time and in the future, and that there may be some improvements/repairs required which neither party can foresee at this time. The Fair Association shall perform various improvements and repairs to the Complex over the course of this Agreement without penalty from the County.

11. The Fair Association agrees to maintain the Complex in good condition and not to perform any permanent alteration(s) to the Complex without prior discussion and written approval by the County (through its Parks and Recreation staff).

12. The County may inspect the Complex at any reasonable time during the term of this Agreement.

TERM OF AGREEMENT

13. This Agreement shall commence on October 1, 2000, for an initial term of twenty (20) years, subject to the termination provisions specified below. It may be renewed for successive terms of ten (10) years upon mutual agreement. The parties shall commence negotiations of a new agreement, if any, at least six (6) months prior to the end of the current term.

14. This Agreement may be terminated for cause by either party, upon eighteen (18) months notice. The County shall not have the right to terminate this Agreement for the purpose of turning over management of the Complex to a third party or solely because the Fair Association is making a profit. In addition, the Agreement may be terminated at any time by mutual agreement of parties. In the event of such termination, the Fair Association shall return the Complex to the County in the same or better condition than it was received, normal wear and tear excepted.

15. In the event of termination of this Agreement, the Fair Association shall have the right to continue to use the Complex for purposes of staging the Southwest Florida Fair on an annual basis upon mutually determined terms and conditions between the parties.

PRIOR AGREEMENTS AND ADDENDUMS BETWEEN THE PARTIES

16. All prior Agreements and Addendum's between the parties regarding the Complex are hereby terminated and superseded by this Agreement.

INSURANCE

17. Insurance for the Complex shall be provided by the Fair Association in accordance with Exhibit "B," which is attached hereto and hereby incorporated by reference.

18. In the event that the main building at the Complex is destroyed by fire or other casualty to the extent of at least twenty-five (25%) percent of replacement cost, either party shall have the option of terminating this Agreement (or any renewal thereof) by serving written notice upon the other within thirty (30) days from the date of the casualty. In the event that the main building is damaged or partially destroyed by fire or other casualty in the amount of less than twenty-five (25%) of the replacement cost, the County shall restore the premises and, to the extent such cost is not reimbursed to the County by the County's insurance, such non-reimbursed amounts shall be amortized over the remaining length of the Agreement or a ten (10) year period (whichever is longer), and repaid by the Fair Association from profits at the Complex.

INVENTORY

19. An Inventory of all the County equipment and property located at the Complex is attached hereto as Exhibit "C" and hereby incorporated by reference. The Fair Association may use such equipment and property, which shall continue to be the property of the County, and will repair or replace it with comparable equipment or property as deemed necessary. Upon expiration or termination of the Agreement, all equipment and property listed on Exhibit "C" will be returned, if possible, to the County in good condition, normal wear and tear excepted.

INDEMNIFICATION

20. To the extent permitted under Florida statute, the Fair Association shall defend, hold harmless and indemnify the County from and against any and all liability, loss, claims, damages, costs, attorneys fees, and expenses of whatever kind or nature which the County may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder, including but not limited to fraud, defalcation, or dishonesty on the part of any person represented or employed by the Fair Association or by reason of the intentional or negligent act of the Fair Association or its agents, representatives, and/or employees.

21. The County will be liable for money damages in tort for any injuries to or losses of property, personal injury or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the County while acting within the scope of the official's or employee's office or employment under the circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in the Section 768.28, Florida Statutes, as it may be amended from time to time.

LOAN

22. On or around January 1998, the County loaned the Fair Association \$200,000.00 for the construction of a multi-purpose agricultural building on the Complex. Subject to the provisions of Paragraph 23, the Fair Association shall repay the loan at the rate of Ten Thousand (\$10,000.00) Dollars per year over a twenty year term, commencing on January 31, 1998 and on January 31 of each succeeding year until the loan is paid in full or is otherwise terminated per the provision of Paragraph 23 below. No interest or other charges shall be imposed by the County.

23. In the event that the Agreement terminates, expires, or is cancelled for any reason by either party prior to repayment in full by the Fair Association, repayment of any outstanding loan amount by the Fair Association shall be deemed automatically waived by the County and the Fair Association shall have no obligation to repay any outstanding principal of this loan.

MISCELLANEOUS PROVISIONS

24. This Agreement may only be modified by a written Agreement signed with the same formality of this Agreement.

25. For purposes of notices hereunder, the respective parties shall be served by certified mail, return receipt requested, at their respective addresses as follows:

FAIR ASSOCIATION: President, Southwest Florida and Lee County Fair Association, Inc., 11831 Bayshore Road, North Fort Myers, FL 33917.

COUNTY: Director, Parks and Recreation Division, P.O. Box 398, Fort Myers, FL 33902.

In the event the contact person for either party changes, the changing party will notify the other party as soon as practicable regarding the identity of the new contact person.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 31st day of October, 2000, by their respective officers or parties thereunto duly authorized.

SOUTHWEST FLORIDA AND LEE COUNTY FAIR ASSOCIATION, INC.

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

BY: [Signature]
(SIGNATURE)

BY: [Signature]
(SIGNATURE)

TITLE: President

TITLE: Chairman

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

BY: _____
ATTORNEY FOR FAIR ASSOCIATION

BY: [Signature]
COUNTY ATTORNEY'S OFFICE

Attest:
Charlie Green, Ex-Officio Clerk

By: [Signature]
Deputy Clerk

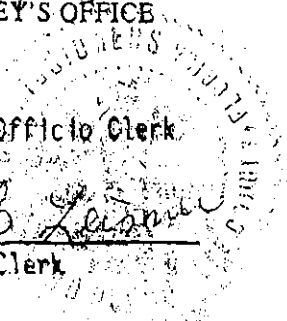
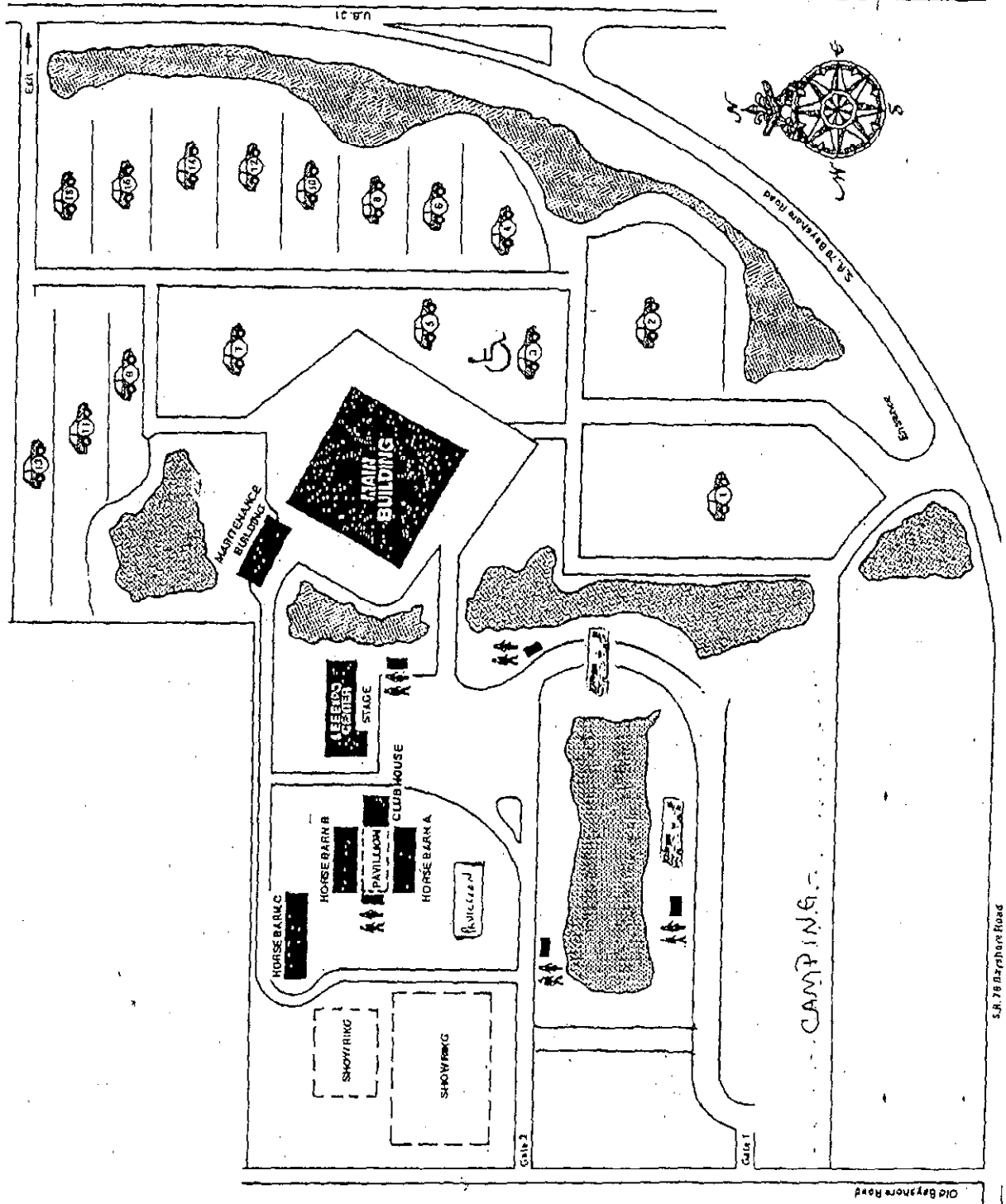


EXHIBIT "A"

GROUNDS



GROUNDS INFORMATION

- 100 ACRES
- 250+ RV SITES
- 175 HORSE STALLS
- 2 HORSE SHOW RINGS
- EXERCISE AREAS
- PARKING FOR 2500
- 3 MILES EAST OF I-75
- 1/2 MILE MIDWAY
- SUITABLE FOR OUTDOOR CONCERTS
- PICTURESQUE GROUNDS AND LAKES

PARKING (Lot J Handicap)
 REST ROOMS
 RV SITES
 LAKES

Exhibit "B"

Insurance Requirements for Southwest Florida and Lee County Fair Association, Inc.

During the term of the attached Agreement, Southwest Florida and Lee County Fair Association, Inc. shall maintain the following insurance coverages:

Commercial General Liability

Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability pertaining to this Agreement and broad form property damage exposures with minimum limits of \$1,000,000 per occurrence for bodily injury and property damage.

Concession/Liquor Liability

Coverage shall apply to bodily injury, personal injury or property damage for which the Fair Association may be held liable by reason of causing or contributing to the intoxication of any person; the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages with minimum limits of \$1,000,000 per occurrence.

Certificate of Insurance

A certificate of insurance shall be issued to the Lee County Board of County Commissioners evidencing the above referenced coverages. Said certificate shall be on file and approved by the Lee County Risk Management office. Said coverages shall list Lee County Board Commissioners as additional insured. Coverage granted to the additional insured shall apply on a primary basis with the additional insured's coverage being excess.

All coverages shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.

During the term of the attached Agreement, Lee County and its Board of County Commissioners shall maintain the following insurance coverages:

All Risk Property Damage

Coverage shall apply to all personal property/structures/improvements on the premises as well as any leasehold improvements the Fair Association may make to the premises in an amount equal to 100% of the full replacement cost value.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
9/21/00

PRODUCER
Haas and Wilkerson, Inc.
PO Box 2946
Shawnee Mission, KS 66201-1346
913-432-4400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A National Fire Insurance

COMPANY B General Star Indemnity Co.

COMPANY C

COMPANY D

SURED
SW Florida & Lee County Fair Assn., Inc.
11831 Bayshore Rd.
Ft. Myers FL 33917

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	1077168290	9/01/00	9/01/01	GENERAL AGGREGATE	\$ 5000000
				PRODUCTS - COMP/OP AGG	\$ 1000000
				PERSONAL & ADV INJURY	\$ 1000000
				EACH OCCURRENCE	\$ 1000000
				FIRE DAMAGE (Any one fire)	\$ 500000
				MED EXP (Any one person)	\$ 5000
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE	\$
<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
				OTHER THAN AUTO ONLY:	
				EACH ACCIDENT	\$
<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	IXG372920	9/01/00	9/01/01	EACH OCCURRENCE	\$ 1000000
				AGGREGATE	\$ 1000000
					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS	OTH. ER
				EL EACH ACCIDENT	\$
				EL DISEASE - POLICY LIMIT	\$
				EL DISEASE - EA EMPLOYEE	\$
<input type="checkbox"/> OTHER Liquor Liability	1077168290	9/01/00	9/01/01	Each Common Cause \$1,000,000 Aggregate \$1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY POLICY BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS.

CERTIFICATE HOLDER
 LEE COUNTY BOARD OF COUNTY COMMISSIONERS (LANDLORD)

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Donald R. Allen

Exhibit "D"

1. Insurance Requirements:

- a. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$1,000,000 per accident
\$1,000,000 disease limit
\$1,000,000 disease limit per employee

- b. Commercial General Liability - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$1,000,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$500,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

- c. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

**The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

2. Special Requirements:

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 1. **“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@** will be named as an "Additional Insured" on the General Liability policy.
 2. Lee County will be given thirty (30) days notice prior to cancellation of any stipulated insurance. Such notification will be in writing by mail and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).
- b. An appropriate "Indemnification" clause shall be made a provision of the contract.
- c. It is the responsibility of the contractor to insure that all subcontractors comply with all County insurance requirements.

END OF EXHIBIT "D"

Prepared By and Returned To:

**Jason S. Gibson, Esq.
Holland & Knight LLP
P.O. Box 14070
Fort Lauderdale, Florida 33302-4070**

Site I.D.: Lee County Civic Center, No. 68943

SHORT FORM OF LEASE AGREEMENT

This Short Form of Lease Agreement ("Memorandum") is made this ____ day of _____, 2004, between Southwest Florida and Lee County Fair Association, Inc., a Florida Chapter 616 Fair Association, with its mailing address at 11831 Bayshore Road, North Fort Myers, Florida 33917, hereinafter designated LESSOR and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a limited partnership of the State of Delaware, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE.

1. LESSOR and LESSEE entered into that certain Lease Agreement ("Lease") on _____, 2004 for a term of five (5) years with three (3) additional, automatic five (5) year terms thereafter unless terminated in accordance with the terms of the Lease.


2. In consideration of the rental set forth in the Lease, LESSOR hereby leases to LESSEE a portion of that certain property located at 11831 Bayshore Road, North Fort Myers, Florida 33917 (the "Property", legally described in Exhibit "A" attached hereto and made a part hereof) in the County of Lee, State of Florida, said portion being described as a 40' by 50' parcel containing 2,000 square feet; together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over, under or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Arcadia Road (U.S. Highway 31); together with the right for the installation and maintenance of utility wires, poles, cables, conduits, and pipes under or along said twenty (20') foot wide right-of-way and over, under or along the demised premises. The demised premises and right-of-way for access and utilities (hereinafter collectively referred to as the "Premises") are as described and shown herein in Exhibit "A" attached hereto and made a part hereof.


3. The Lease is effective as of the date set forth in Paragraph 1 above and the term of the Lease commences as set forth in the Lease. A copy of the Lease is on file in the office of the LESSOR and LESSEE.

4. The terms, covenants and provisions of the Lease are hereby incorporated into this Memorandum, and such terms, covenants and provisions shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

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

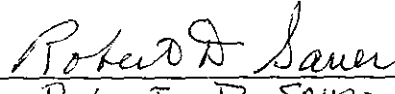
WITNESSES:


Name: Bonnie Hammer


Name: CANDACE L. STONE

LESSOR:


Southwest Florida and Lee County
Fair Association, Inc.

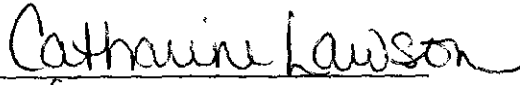
By: 
Name: ROBERT D. SAUER
Title: TREASURER

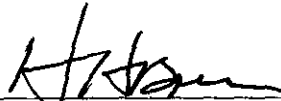
LESSEE:

Verizon Wireless Personal
Communications LP d/b/a Verizon
Wireless

WITNESSES:


Name: Katherine


Name: Catharine Lawson

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

STATE OF Florida)

COUNTY OF Lee) : ss.

The foregoing instrument was acknowledged before me this 25 day of June, 2004, by Robert W. Sauer, the Treasurer of Southwest Florida and Lee County Fair Association, Inc., Florida Chapter 616 Fair Association, on behalf of said association. He/She is personally known to me or has produced _____ as identification.

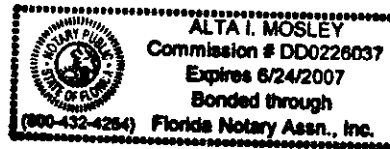
Notary Public: Alta Mosley

Name of Notary Printed: Alta Mosley

(NOTARY SEAL)

My commission expires: 6/24/07

My commission number is: DD 0226037



STATE OF North Carolina)

COUNTY OF Gaston) : ss.

The foregoing instrument was acknowledged before me this 11th day of June, 2004, by Howard H. Bower, as Area Vice President, Network, South Area of Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, on behalf of the limited partnership. He is personally known to me or has produced _____ as identification.

Notary Public: [Signature]

Name of Notary Printed: _____

(NOTARY SEAL)

My commission expires: _____

My commission number is: _____

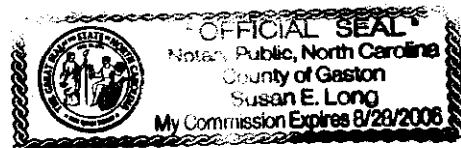


EXHIBIT "A"

(Legal Description of Property and Premises)

Legal Description of Property:

The South 1/2 of the Northwest 1/4 of the Northeast 1/4 and the North 1/2 of the Southwest 1/4 of the Northeast 1/4 and the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 43 South, Range 25 East, Lee County, Florida;

Together with the East 1/2 of the East 1/2 lying North and West of State Road 78, less State Road Right-of-way, less the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 43 South, Range 25 East, Lee County, Florida.

Legal Description of Premises:

A parcel of land being a part of the Northeast 1/4 of Section 24, Township 43 South, Range 25 East, being more particularly described as follows:

Commence at the Northeast corner of said Northeast 1/4;
thence N 89°49'28" W along the North line of said Northeast 1/4 a distance of 928.19 feet;
thence S 00°10'32" W a distance of 565.69 feet to the Point of Beginning;
thence S 57°32'28" E a distance of 50.00 feet;
thence S 32°27'32" W a distance of 40.00 feet;
thence N 57°32'28" W a distance of 50.00 feet;
thence N 32°27'32" E a distance of 40.00 feet to the Point of Beginning

Said land situate within Lee County, Florida containing 2,000 square feet, more or less.

Legal Description of 20' Access/Utility Right-of-way:

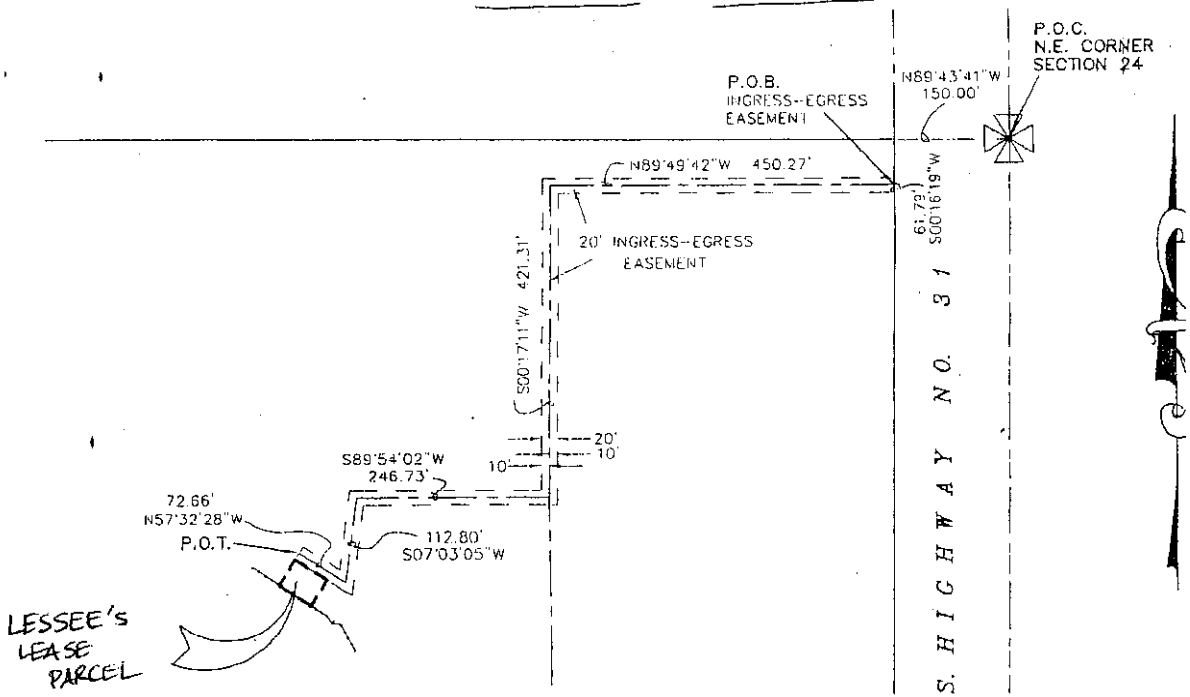
A 20.00 foot strip of land lying in the Northeast 1/4 of Section 24, Township 43 South, Range 25 South, the centerline of said strip being more particularly described as follows:

Commence at the Northeast corner of said Northeast 1/4;
thence N 89°43'41" W along the North line of said Northeast 1/4 a distance of 150.00 feet to the Point of Beginning;
thence N 89°49'42" W a distance of 450.27 feet;
thence S 00°17'11" W a distance of 421.31 feet;
thence S 89°54'02" W a distance of 246.73 feet;
thence S 07°03'05" W a distance of 112.80 feet;
thence N 57°32'28" W a distance of 72.66 feet to a Point of Termination.

Said land situate within Lee County, Florida containing 26,075 square feet, more or less.

Sketch of Premises: Please see attached.

LESSEE'S PREMISES



DETAIL OF LESSEE'S PREMISES

