

LEASE AGREEMENT

This agreement, made this _____ day of _____, 2003, between **CONSOLIDATED WATERWORKS DISTRICT NO. 1 OF THE PARISH OF JEFFERSON** (hereinafter referred to as "**LESSOR**"), represented herein by Aaron F. Broussard, Council Chairman, duly authorized to act by Resolution No. 97136, adopted on the _____ day of _____, 2003, and amended by Ordinance No. _____, adopted on the _____ of _____, 2003 and **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS** (hereinafter referred to as "**TENANT**"), a Delaware limited partnership, authorized to do and doing business in the Parish of Jefferson, State of Louisiana, represented herein by Howard H. Bower, its Area Vice President - Network, South Area, duly authorized to act by virtue of the resolution attached hereto, marked Exhibit "A".

I. TERM

This Agreement shall be for an initial term of five (5) years to commence on the date the premises are "**Ready for Occupancy**" as defined hereinafter or the date **TENANT** begins construction on the premises, whichever is sooner (hereinafter, the "**Commencement Date**"). For the purposes of this Agreement, "**Ready for Occupancy**" shall mean the earlier of (i) the date on which all certificates, permits and other approvals required by any federal, state or local governmental authorities for the operation of **TENANT'S** equipment on **LESSOR'S** property are obtained, and (ii) one hundred and eighty (180) days from the "Effective Date" (i.e., the date on which this lease is awarded by the Jefferson Parish Council to the **TENANT**); provided however, if **TENANT** has used its best efforts to secure the necessary certificates, permits and approvals and they have not been obtained within such one hundred and eighty (180) day period, but said certificates can be obtained within one hundred and eighty (180) additional days, then **TENANT** shall have such additional period of time (not to exceed one hundred and eighty (180) days) as is reasonably necessary to obtain the necessary certificates, permits and approvals so long as **TENANT** diligently and continuously pursues them; in no event shall the total of the two extension exceed three hundred sixty (360) days from the Effective Date of the Agreement.

TENANT shall have the option to extend the term of this lease four (4) additional five (5) year terms. The option for the first extended term shall be deemed automatically exercised without notice by **TENANT** to **LESSOR**, unless **TENANT** gives **LESSOR** written notice of its intention not to exercise any such extension option at least six (6) months prior to the end of the then current term. If **TENANT** gives **LESSOR** written notice of its intention not to exercise such option, the term of this Agreement shall expire at the end of the first term.

II. PREMISES

LESSOR hereby leases to **TENANT**, certain locations for the installation and storage of wireless communication antennas and related equipment (hereinafter referred to as "locations") on that certain parcel of property as per the attached legal description, Parish of Jefferson, State of Louisiana ("hereinafter referred to as the "premises"), all as more fully shown on the upon attached plan marked as Exhibit "B" for identification.

III. RENT

(a.) The rent for first year of the initial term shall be in the amount of Thirty-One Thousand Two Hundred and No/100 Dollars (\$31,200.00) per year, payable in equal monthly installments, in advance, on or before the first day of the month, to **LESSOR** at the address for **LESSOR** stated in part X. below, or 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. The first payment of rent will be due on the **Commencement Date** and shall be pro-rated for the portion of that calendar month remaining, plus the following month. The rent will be payable monthly in advance for the remainder of the term. The rent will increase five percent (5%) per annum, compounded annually during each year of the initial term and the first five year renewal term.

(b.) Six (6) months prior to the expiration of the first five year renewal term, unless the **TENANT** has given notice to **LESSOR** that **TENANT** does not intend to exercise its second option to renew the lease, **LESSOR** shall provide **TENANT** with an appraisal of the leased premises by a qualified appraiser approved by both parties familiar with the market value of the lease of sites for the installation of wireless communication antennas and/or towers. Said appraised new market value of the lease site shall be the rent for the second five-year renewal term; in the event that this appraisal is lower than the rent during the last year of the expiring term, the rent for the next term shall be five percent (5%) more than the rent for the last year of the expiring term and shall increase five percent (5%) per annum, compounded annually during each year of each extended term. All appraisal fees are to be paid by **TENANT**. If **TENANT** does not approve of the appraisal, **TENANT** shall notify **LESSOR** three (3) months prior to the expiration of the first five-year renewal term, and the Agreement shall expire at the end of the then current term.

(c.) Rent shall be increased proportionally to any increase in space necessitated by additions to the **TENANT'S** improvements described in section IV. below.

(d.) **TENANT** shall pay to **LESSOR**, in addition to monthly rentals, any and all increases in the maintenance and/or renovation costs to the location and surrounding premises, resulting from **TENANT'S** antenna system and/or related equipment and buildings and/or use of the leased premises. Maintenance shall include but not be limited to cleaning and painting of the location.

(e.) **LESSOR** specifically waives the **Lessor's** privilege and pledge, provided by the Louisiana Civil Code and other authorities, upon the **TENANT'S** equipment and improvements on the premises. As consideration for such waiver, **TENANT** agrees to deposit with **LESSOR** a sum equal to one-half of the annual rent for the initial year of the first term as security for payment of the rental and other charges under the terms of this Lease. Said security deposit will be returned to **TENANT** at the termination or expiration of the Lease term less any amounts of unpaid rent or other charges or expenses owed by **TENANT** to **LESSOR**. **LESSOR** will hold **TENANT'S** security deposit in an interest bearing account; interest will accrue to **LESSOR**.

(f.) All taxes and assessments on the premises directly resulting from any installation or modification of **TENANT'S** property shall be the responsibility of the **TENANT**.

(g.) No improvements made by **TENANT** shall be deemed to be for the benefit and immediate use of **LESSOR** in order that no mechanic's or other liens for such improvements shall be allowed against **LESSOR'S** estate. In the event liens are filed against **LESSOR'S** estate, **TENANT** shall post a proper bond or discharge any lien encumbering the premises as a result of work and/or activities done by or authorized by **TENANT** within ten (10) days after **TENANT** becomes aware of the existence of a lien. **TENANT** shall be responsible for all costs and attorney fees related to any such liens.

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IV. SPECIFICATIONS OF IMPROVEMENTS AND WORKS

- (a) **Antenna, Equipment.** See attached plans, identified as Exhibit "C", showing location and details of installation of antenna(s), monopole(s), masts, etc.
- (b) **Equipment Shelter.** See attached plans, identified as "Exhibit D", showing location and details of equipment shelter and peripherals.
- (c) The plans and specifications for all of **TENANT'S** improvements shall be approved and stamped by a professional engineer licensed to practice in the State of Louisiana and shall be drawn to scale.

V. OPERATION OF THE EQUIPMENT AND ACCESS TO THE LOCATION

LESSOR grants **TENANT** the right for ingress and egress to the location, seven (7) days a week, twenty-four hours (24) a day, on foot or motor vehicle, including trucks for installation and maintenance of utility wires, cables, conduits and pipes, over, under or along a right of way as necessary to secure the electric power, telephone or any other utilities that shall be required to install and operate **TENANT'S** antennas on **LESSOR'S** property, all as shown on Exhibit "B". **TENANT** shall be solely responsible for all expenses related to any construction, permits, etc. related to the implementation of **TENANT'S** access required for the installation, operation or maintenance of **TENANT'S** equipment. In addition, **TENANT** shall be solely responsible for any and all lights or any other warning devices or other safety items, including but not limited to fencing, warning and identification signage and lighting, required by the Federal Aviation Agency, the Federal Communications Commission or any other federal, state or local authority because of the installation, operation or maintenance of **TENANT'S** equipment located anywhere on the leased premises.

The positions on and/or the parcel leased by **LESSOR** to **TENANT** are to be used only for the installation, maintenance, and operation, all at **TENANT'S** sole expense, of the following wireless communication equipment and associated antennas:

Wireless communication antenna systems and associated equipment consisting of antenna arrays, (i.e., one or more antennas with their associated support equipment, interconnected, which comprise a single system), plus cabling, brackets, generator(s) equipment shelter, electrical service, fencing and any and all supporting structures for such systems and equipment, etc., are to be located on **LESSOR'S** property described in Exhibit "B". The antenna systems will be mounted as shown on plans identified as Exhibit "C". **LESSOR** grants to **TENANT** the right to survey the property, to take measurements, make calculations, and to note other structures, setbacks, uses or other information as deemed by **TENANT** to be relevant and pertinent, as such information relates to **LESSOR'S** property. Cost for all such work shall be borne by **TENANT**.

In addition **TENANT** shall be responsible for the following:

- b) To install, at its sole expense, a lockable gate across the above described right of ingress and egress sufficient to properly secure the enclosure surrounding the **TENANT'S** improvements on the leased location.
- c) To properly secure, lock, and maintain said gate at all times during the term of this lease.
- d) To provide to **LESSOR**, at **TENANT'S** sole expense, with keys to said locks and gate.

- e) To insure that **TENANT** use of the leased premises does not interfere with the security, use and/or maintenance of the facility and/or any operations of any type by **LESSOR** on the leased premises and surrounding property.
- f) to install, at **TENANT'S** sole expense, an electrical power source, feeder lines and meter, etc., for the operation and maintenance of **TENANT'S** equipment. **TENANT** shall provide a separate meter for the electricity needed to power **TENANT'S** equipment. In the event that **TENANT** requires an electric power supply different from the power currently available on the leased location, the **TENANT** shall so notify the **LESSOR**, in writing, indicating the specifications of **TENANT'S** additional requirements. **LESSOR** shall utilize its normal contractor to effect the construction and implementation of said requirements as may be allowed by local jurisdictions. **TENANT** shall be responsible for costs associated with said work and **LESSOR** shall pass through to the **TENANT** all costs associated with **TENANT'S** additional requirements. **LESSOR** shall invoice **TENANT** for said costs on the first day of the month following completion of such work at which time said invoices shall become due and payable within ten (10) days of the mailing of such invoice to **TENANT**; said invoice shall include a reasonable handling fee not to exceed ten (10) percent of the total charge.
- g) To provide security and safety fencing around their equipment.
- h) To provide and maintain landscaping where appropriate within the Premises.

If at any time during the term of this lease, the premises are abandoned by **TENANT** for a period of over sixty (60) days, **LESSOR** shall have the option to terminate the lease as abandoned. Within thirty (30) days of **LESSOR'S** notice of such termination, **TENANT** shall remove its equipment from the premises. If said equipment is not removed by **TENANT**, **LESSOR** has the option to disconnect and remove said equipment, after providing **TENANT** with ten (10) days written notice of **LESSOR'S** intent to remove such equipment. **LESSOR** is not responsible for any damages to or loss of **TENANT'S** removed equipment and **TENANT** shall be responsible to reimburse **LESSOR** for removal and storage costs of equipment removed by **LESSOR**. Further, **LESSOR** shall not be responsible for any loss of profits or other business losses of any type resulting from the removal of **TENANT'S** equipment.

TENANT shall use the property only for the purpose of constructing, maintaining and operating a wireless communication facility and uses incidental thereto, consisting of a building or buildings as necessary now or in the future to shelter telecommunications equipment and all necessary connecting appurtenances, as detailed in Exhibits "B", "C", and/or "D". A security fence shall be placed around the perimeter of the leased parcel (not including the access easement); said fence may be chain link construction, wood or similar but comparable construction at the option of **LESSOR**. All improvements, including but not limited to safety requirements, shall be at **TENANT'S** expense. **TENANT** will maintain the property in a reasonable condition. Any multi-use structure constructed by **TENANT** on **LESSOR'S** property for the location of **TENANT'S** equipment shall be maintained by **TENANT**, unless otherwise agreed in writing.

TENANT shall obtain prior written consent from **LESSOR**, to add to or alter the antenna, antenna system, buildings, or other facilities and/or equipment described and/or shown on Exhibits "B", "C", and/or "D" "except for upgrades of equipment which do not effect any increase in size in equipment installed at the location. Prior written consent shall also not be required in the event of an emergency. Except as outlined in Part XI. below "Assignment", **TENANT** shall obtain prior written permission from **LESSOR** before entering into a sublease to another entity of any portion of the leased premises including a sublease on a Parish structure or on a structure constructed by **TENANT** on **LESSOR'S** property.

In order to preserve all warranties that **LESSOR** has on its equipment and structures on the premises, and as a special specification of this lease agreement which includes a water tower and its supporting structure which are particularly sensitive to any alteration in or attachment to the surface of said structure, prior to making any attachment of any type to

any structure on **LESSOR'S** premises, **TENANT** shall submit to **LESSOR** detailed drawings and specifications regarding any and all types of fasteners and procedures for the attachment of anything to **LESSOR'S** structure, including but not limited to, all types of clamps, fasteners, instruments, appliances, welding, etc. Said drawings and plans shall be stamped by a Professional Engineer licensed in the State of Louisiana. **TENANT** shall not proceed with any such attachments to **LESSOR'S** structure(s) until and unless **LESSOR** has approved the said plans and specifications in writing.

Interference with Equipment.

LESSOR has no responsibility regarding the licensing, coordination of the location of the antennas or functioning of any tenant's equipment located on the leased location.

All frequency interference inquiries and complaints regarding interference shall be to the Federal Communications Commission and shall be the sole responsibility of **TENANT**.

TENANT shall not in any way interfere with the **LESSOR'S** use of the premises for any legitimate purpose including the installation of communication equipment; however, such communication equipment shall not interfere with the functioning of **TENANT'S** equipment installed on the premises prior to the installation of **LESSOR'S** equipment.

LESSOR shall in no way be responsible for the detection or removal of equipment that may interfere with the operation of **TENANT'S** equipment and **TENANT** shall have no recourse whatsoever against **LESSOR** for such interference. **TENANT'S** sole remedy for such interference shall be to report the alleged interfering operator to the Federal Communications Commission. **LESSOR** shall in no way be responsible for the detection or removal of equipment that may interfere with the operation of **TENANT'S** equipment and **TENANT** shall have no recourse whatsoever against **LESSOR** for such interference. **TENANT'S** sole remedy for such interference shall be to report the alleged interfering operator to the Federal Communications Commission or any other applicable regulatory agency.

Nevertheless, **LESSOR** shall require any future tenant to test its equipment before permanently installing it on **LESSOR'S** premises to ascertain that said equipment will not cause interference with the operation of the equipment of **LESSOR'S** existing tenants at that time. Any future tenant's equipment shall not be allowed to be permanently installed on **LESSOR'S** premises until said future tenant has furnished written certification to any existing tenant that requests proof that such tests have shown that the equipment of said future tenant will not cause interference with the operation of existing tenant(s)' equipment. It will be the sole responsibility of existing tenant(s) to request said certification from future tenant(s).

Under no circumstances shall **LESSOR** be responsible for any loss of profits or other business losses of any type resulting from interference in the operation of **TENANT'S** equipment by the operations of other equipment on the same location or on any other location.

Environmental

TENANT hereby covenants that it shall bring onto the Location no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks (collectively, "Environmental Hazards") other than those substances permitted by law and necessary to operate **TENANT'S** facility including emergency generators, if any. For purposes of this Lease, the term "hazardous substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability ACT. (42 U.S.C. Section 6901 et seq.) (RCRA) and any regulations promulgated pursuant thereto. The terms "pollutants" shall be defined in the Clean Water Act (33 U.S.C. Section 1251 et seq.), and regulations promulgated pursuant thereto. **TENANT** agrees to indemnify, save and hold harmless **LESSOR**, its successors

and assignees, and their respective present and future officers, employees and agents (collectively, the "Indemnitee") from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including, but not limited to, the cost of defense, settlement, and reasonable attorney's fees that indemnitees may hereafter suffer, incur, be responsible for or disburse as a result of: (a) any governmental action, order directive, administrative proceeding or ruling; (b) personal or bodily injuries (including death) or damage (including loss of use) to any property (public or private); (c) cleanup, remediation, investigation or monitoring or any pollution or contamination of or adverse effects on human health or the environment; or (d) any violation or alleged violation of laws, statutes, ordinances, orders, rules or regulations of any governmental entity or agency directly or indirectly caused by or arising out of any Environmental Hazards existing on or about the location but only to the extent that any such existence is caused by the activities of **TENANT** officers, directors, employees, agents, invitee of **TENANT**. This provision shall survive the termination or expiration of this Agreement.

VI. LIABILITY/INSURANCE/INDEMNITY

TENANT, prior to occupying the premises or commencing work, shall provide at its own expense, proof of the following insurance coverage by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than A:VI. This requirement will be waived for worker's compensation coverage placed with companies who participate in the State of Louisiana Worker's Compensation Assigned Pool or the Louisiana Worker's Compensation Corporation.

- (a) Worker's Compensation Insurance: As required by Louisiana State Statute exception; employer's liability limit shall be \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
- (b) Commercial General Liability Insurance with a Combined Single Limit per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:
 - i. Premises-operations;
 - ii. Broad form contractual liability;
 - iii. Products and completed operations;
 - iv. Use of contractors and sub-contractors;
 - v. Personal Injury;
 - vi. Board form property damage; and
 - vii. Explosion, collapse and underground (XCU) coverage.

COMBINED SINGLES LIMITS (CSL) – AMOUNT OF INSURANCE REQUIRED:

GENERAL CONTRACTS-EACH OCCURRENCE/MINIMUM LIMITS-\$1,000,000, NEW CONSTRUCTION/RENOVATIONS -- EACH OCCURRENCE/\$1,000,000.

- (c) Business Automobile Liability Insurance with a Combined Single Limit of \$500,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include coverage for bodily injury and property damages for the following:
 - i. Any automobiles;
 - ii. Owned automobiles;
 - iii. Hired automobiles; and
 - iv. Non-owned automobiles.
- (d) Fire and Extended Coverage Insurance with a Combined Single Limit of \$500,000 per occurrence with LESSOR as well as the Parish of Jefferson as additional insured(s).

- (e) The **LESSOR** has the right but not the obligation to review and approve all certificates of insurance prior to the signing of this Agreement.
- (f) An umbrella policy or excess may be used to meet minimum requirements. All property losses to **LESSOR'S** property for which **TENANT** is responsible, shall be payable to **LESSOR** and adjusted with the Jefferson Parish Risk Management Department.
- (g) Should there by a material change in **TENANT'S** insurance policies as required in this Agreement during the term of this Lease, **TENANT** shall give **LESSOR** thirty (30) days notice as to said changes and will submit a certificate of insurance naming **LESSOR** as an additional insured.
- (h) Failure of the **TENANT** to take out and/or maintain insurance shall not relieve the **TENANT** from any liability under this Lease, nor shall the insurance requirements be construed to conflict with the obligations of the **TENANT** concerning indemnification.
- (i) In the event that **TENANT** fails to maintain the insurance required by this agreement, **LESSOR** shall have the option, but not the obligation, to purchase said required insurance and **TENANT** shall be obligated to reimburse **LESSOR** for the cost of said insurance within thirty (30) days of receipt of written notice of demand for said reimbursement.

LESSOR acknowledges that **TENANT** is or may be a self-insurer with respect to all or a substantial portion of the risks commonly insured against under standard fire and extended coverage and commercial general liability insurance policies. Notwithstanding any provision of the Agreement to the contrary, so long as **TENANT** or any subsidiary, or principal or other affiliate thereof, and has a substantial net worth, **TENANT** shall not be required to obtain or maintain any insurance policies otherwise required of **TENANT** under this Agreement and any such insurance as may be, from time to time, maintained by **TENANT** will be for the sole and exclusive benefit of **TENANT** in furtherance of its risk management and self insurance policies and programs. A **TENANT** must produce to **LESSOR** financial statements and/or other documentation proving its net; said documentation shall be approved by the Jefferson Parish Risk Management Department before such a **TENANT** is acknowledged by **LESSOR** as self-insured.

To the fullest extent permitted by law, **TENANT** shall protect, defend, indemnify and save **LESSOR**, its agents, officials, employees, servants, including volunteers, or any firm, company, organization, or individual, or their contractors, or sub-contractors for whom **LESSOR** may be contracted, harmless from and against any and all claims, demands, loss or destruction of property, actions, and causes of actions of every kind and character, including but not limited to claims based on negligence, strict liability, and absolute liability which may arise in favor of any person or persons on account of illness, disease, loss of property, services, wages, death or personal injury resulting from **TENANT'S** operations on **LANDLORD'S** property, regardless whether others may be wholly, concurrently, partially, or solely negligent, or strictly liable, or absolutely liable or otherwise at fault, and regardless of any defect in the premises, equipment, or materials, irrespective of whether same pre-existed this agreement, except damages arising out of injuries to, or property claims of, third parties caused by the negligence of **LESSOR**, its agents, officials, employees. Further, **TENANT** shall indemnify **LESSOR** for all reasonable expenses and attorneys' fees incurred by **LESSOR** in establishing the right to indemnity pursuant to the provisions of this section.

TENANT, at **TENANT'S** option, may obtain title insurance ("Leasehold Policy") on the leased parcel and parcel upon which the right of way are situated. **LESSOR**, at **TENANT'S** expense, shall cooperate with **TENANT'S** efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as required by the title insurance company.

While in the performance of services or carrying out other obligations under this Agreement, the **TENANT** shall be acting in the capacity of an independent contractor and not as an employee of the **LESSOR**. The **LESSOR** shall not be obliged to any person, firm or corporation for any obligations of the **TENANT** arising under this agreement.

LESSOR shall indemnify **TENANT** only for damages to its antenna or equipment caused by the negligence of **LESSOR**, its agents and employees and **LESSOR** will take reasonable and prudent precautions to prevent damage to **TENANT'S** antenna system, i.e., notify **TENANT** when maintenance work is scheduled to be performed on the leased premises. **LESSOR** has no responsibility for damage to **TENANT'S** equipment and/or operations caused by third parties, including persons who may be on **LESSOR'S** premises by virtue of said premises being public property, e.g., a playground. **In no event shall LESSOR be liable for any interruption of TENANT'S business or services.** On certain leased locations, such as playgrounds, **TENANT** shall assume the risk and have no cause of action against **LESSOR** and/or third parties for damages to its equipment caused by usual and expected uses of the leased premises, e.g., damages caused by impact from balls on a playground.

TENANT will be responsible for any and all damages, losses and expenses and will indemnify **LESSOR** against and from any discovery by any persons of any and all hazardous wastes generated, stored, or disposed of as a result of **TENANT'S** installation, use or occupancy of the aforementioned property.

LESSOR will not be responsible for any damages, losses, and expenses whatsoever suffered by **TENANT** and will not indemnify **TENANT** against and/or from discovery by any persons of such hazardous wastes generated, stored, or disposed of on the aforementioned property whether before, during or after the term of this lease.

TENANT shall certify that the proposed installation shall comply with all federal regulations, present and future, concerning the environmental effects of radio frequency emissions. **TENANT'S** failure to remain in compliance with said regulations shall be a breach of this contract.

VII. TERMINATION

It is understood and agreed that **TENANT** shall apply for and make a good faith effort to obtain all certificates, permits and other approvals required by any federal, state or local authorities for the operation of **TENANT'S** equipment on **LESSOR'S** property. In the event, that during the term(s) of this lease, any such certificates, permits or other approvals should be finally rejected, or any such certificate, permit, license or approval issued to **TENANT** is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, **TENANT** shall have the option, but not the obligation to terminate this lease.

Written notice of **LESSOR'S** exercise of its right to terminate and the termination date shall be given to **TENANT**. All rentals paid to said termination date shall be retained by **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.

TENANT upon termination of this Agreement, shall within a forty-five (45) day period, remove its personal property and fixtures and restore the premises to its original above grade condition, reasonable wear and tear excepted. At **LESSOR'S** option when this Agreement is terminated, and upon **LESSOR'S** written request to **TENANT**, **TENANT** shall leave the foundations for the equipment shelter and for the tower as well as the security fence. If a multi-use structure is being removed and the multi-use structure has replaced a prior structure on **LESSOR'S** property (e.g., a monopole with lights has replaced a prior light standard), **TENANT** shall have the option to replace a multi-use structure (e.g.,

a light standard/monopole) with a replacement structure (e.g., a light standard) which shall serve the function(s) of the original structure, other than the support of the antennas and this structure shall become the property of **LESSOR** or **TENANT** may return the location of the multi-use structure to its original condition. If such time for removal causes **TENANT** to remain on the property after termination of this Agreement, **TENANT** 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 personal property and fixtures are completed.

Should the **LESSOR**, at any time during the term of this Agreement, need to sell all or any part of his property herein leased to **TENANT** or the property upon which **LESSOR'S** facility is situated, **LESSOR** shall notify **TENANT** and such sale shall be subject to this Agreement and **TENANT'S** rights hereunder unless the purchaser of said property agrees to the provisions of this Agreement.

Should the **LESSOR**, at any time during the term of this Agreement, need to renovate, expand or demolish its facility or need the premises leased for any other purpose, upon agreement of **TENANT** and **LESSOR**, **TENANT** may re-locate to a mutually acceptable re-location site on the same or other property of **LESSOR**. If there is no acceptable replacement location on the premises, **TENANT** shall be permitted to install on the premises any type of temporary facility, including a cell on wheels, necessary to avoid interruption of **TENANT'S** operations, however, **TENANT'S** relocation on **LESSOR'S** premises will be at the sole costs of **TENANT**.

If **TENANT** and **LESSOR** do not agree to **TENANT'S** relocation on **LESSOR'S** premises, and **TENANT** is required to vacate **LESSOR'S** premises, **LESSOR** will owe a refund to **TENANT** as follows:

If **TENANT** is required by **LESSOR** to vacate the premises within one (1) year of the Commencement Date of this Agreement, **LESSOR** will refund one hundred per cent (100%) of the monthly periodic payments that **LESSOR** has received from **TENANT** through the date that **TENANT** is given notice to vacate **LESSOR'S** premises;

If **TENANT** is required by **LESSOR** to vacate the premises within two (2) years of the Commencement Date of this Agreement, **LESSOR** will refund forty-five per cent (45%) of the monthly periodic payments of rent that **LESSOR** has received from **TENANT** through the date that **TENANT** is given notice to vacate the premises;

If **TENANT** is required by **LESSOR** to vacate the premises within three (3) years of the Commencement Date of this Agreement, **LESSOR** will refund thirty per cent (30%) of the monthly periodic payments of rent that **LESSOR** has received from **TENANT** through the date that **TENANT** is given notice to vacate **LESSOR'S** premises;

If **TENANT** is required by **LESSOR** to vacate the premises within four (4) years of the Commencement Date of this Agreement, **LESSOR** will refund fifteen per cent (15%) of the monthly periodic payments of rent that **LESSOR** has received from **TENANT** through the date that **TENANT** is given notice to vacate **LESSOR'S** premises;

If **TENANT** is required by **LESSOR** to vacate the premises within five (5) years of the Commencement Date of this Agreement, **LESSOR** will refund five per cent (5%) of the monthly periodic payments of rent that **LESSOR** has received from **TENANT** through the date that **TENANT** is given notice to vacate **LESSOR'S** premises.

If **TENANT** is required by **LESSOR** to vacate the premises later than five (5) years following the Commencement Date of this Agreement, **LESSOR** shall not make any refund of the monthly periodic payments of rent to **TENANT**.

Under no circumstances shall **LESSOR** be required to refund to **TENANT** more than **LESSOR** has received from **TENANT** in monthly periodic payments of rent under this Agreement through the date that **TENANT** is given notice to vacate **LESSOR'S** premises.

Under no circumstances shall **LESSOR** be responsible for any loss of profits or other business losses of any type resulting from the termination of this Agreement before the expiration of all terms and optioned for extended terms.

If the whole of the leased premises or such portion thereof as will make the premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between **LESSOR** and **TENANT** as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of **LESSOR** and **TENANT** hereunder.

If **LESSOR'S** facility is destroyed by fire, wind or other act of nature to the extent that repairs of said facility will interfere with or prevent **TENANT** use for the purposes stated hereinabove, **TENANT** may at its option either suspend payment of rental during the repair or reconstruction performed by **LESSOR** at **LESSOR** cost, or terminate the lease. **TENANT** shall give notice of its intent to terminate the lease pursuant to the above provision within thirty (30) days of the occurrence after which **TENANT** will be obligated to continue payment of rental upon completion of repairs or reconstruction by **LESSOR** who will provide written notice to **LESSOR** upon completion.

In any case, **LESSOR** will not be liable for damages suffered by **TENANT**, its agents, assigns or customers resulting from delay in repair to the premises after damage or destruction prevents **TENANT'S** use of premises. **TENANT** further agrees to hold harmless and indemnify **LESSOR** for any claim resulting from or caused by the interruption of use of the premises by **TENANT** when such interference results from damages or destruction caused by fire, wind or other act of nature.

In the event there is a default by the **TENANT** with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the **LESSOR** shall give **TENANT** written notice of such default. After receipt of such written notice, the **TENANT** 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 **TENANT** 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 **TENANT** 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 **TENANT** unless and until the **TENANT** has failed to cure the same within the time periods provided in this paragraph.

VIII. WARRANTIES

LESSOR assures that **LESSOR** is seized of good and sufficient title and interest to the property. **LESSOR** further assures that there are no other liens, judgments or impediments of title on the property.

It is agreed and understood that this Agreement contains all agreements, promises and understandings between the **LESSOR** and **TENANT** and that no verbal or oral agreements, promises or understandings shall be binding upon either the **LESSOR** or **TENANT** 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.

IX. SIGNAGE

TENANT shall not place or cause to be placed on the leased premises any sign or exterior indication other than those required by federal, state and local law and in addition, one (1) small name plate of not more than two (2) square feet on which the **TENANT'S** name and twenty-four hour emergency telephone number(s) only are clearly stated. Said one sign shall be required for safety purposes.

X. NOTICES

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the sender as evidenced by the return receipt addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice). If said notice, with adequate postage and correctly addressed to the last available address furnished to sender, is returned to sender as undeliverable to addressee, said notice will be deemed as delivered as of the date of post-mark on said notice.

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

LESSOR: Consolidated Waterworks District No. 1 of the Parish of Jefferson
c/o Parish President's Office
1221 Elmwood Park Blvd.
Suite 1002
Jefferson, Louisiana 70123

XI. ASSIGNMENT

TENANT may not assign, or otherwise transfer all or any part of its interest in this lease or in the premises leased hereunder without the prior written consent of **LESSOR**, which consent shall not be unreasonably withheld provided that all terms and conditions of the assignment or sublease shall be provided to the Parish, and that the Parish shall be entitled to one-third of all revenue received by **TENANT** from any such assignee or subtenant resulting from any such assignment or sublease during the first five years of such an assignment or sublease; further **LESSOR** shall be entitled to one-half of all revenue received by **TENANT** from any subtenant resulting from any such sublease during all succeeding terms of such an assignment or sublease. **LESSOR** shall be entitled to such portion of revenue from such assignee or subtenant in addition to the rent owed by **TENANT** as stated in Part III. hereinabove subject to the provisions in the following paragraph.

Notwithstanding the foregoing provision **TENANT** may assign its interest to its principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of **TENANT'S** assets in the market defined by the Federal Communications Commission in which the premises is located by reason of a merger, acquisition or other business reorganization. **LESSOR** may assign this lease upon written notice to **TENANT**, subject to assignee assuming all of **LESSOR'S** obligations herein. Notwithstanding anything to the contrary contained in this Lease, **TENANT** may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this lease to any financing entity or agent on behalf of any financing entity, to whom **TENANT** has obligations for borrowed money or in respect of guaranties thereof, has obligations evidenced by bonds, debentures, notes or similar instrument or has obligations under or with respect to letters of credit, banker's acceptances and similar facilities or in respect of the guaranties thereof.

XII. APPLICABLE LAW

This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Louisiana and the parties hereto submit to the jurisdiction of the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

XIII. SEVERABILITY

If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though said invalid, illegal or unenforceable provisions were not contained herein.

XIV. BINDS ALL SUCCESSORS

This Agreement shall extend to and bind the heirs, personal representatives and successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed on the dates indicated below in the presence of the competent witnesses named below.

WITNESSES:

LESSOR: CONSOLIDATED WATERWORKS DISTRICT NO. 1 OF THE PARISH OF JEFFERSON

BY:

**AARON F. BROUSSARD, CHAIRMAN
JEFFERSON PARISH COUNCIL**

DATE:

WITNESSES:

**TENANT: VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP d/b/a VERIZON
WIRELESS**

BY: _____

**HOWARD H. BOWER
AREA VICE PRESIDENT - NETWORK,
SOUTH AREA**

DATE: _____

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA
COUNTY OF _____

BE IT KNOWN that on the day indicated below, before me, the undersigned authority, personally came and appeared, Howard H. Bower, who executed the foregoing contract between Consolidated Waterworks District No. 1 of the Parish of Jefferson and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, and declared and acknowledged to me, Notary, that he is an authorized representative of **TENANT**, and that he executed said instrument of his own free will and deed for the uses, benefits and purposes therein expressed, after having read the instrument in full.

WITNESSES:

**VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP D/B/A VERIZON
WIRELESS**

BY: _____

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

SWORN TO AND SUBSCRIBED BEFORE ME, NOTARY, THIS ____ DAY OF
_____, 2003.

NOTARY PUBLIC

NOTARY SEAL

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF JEFFERSON

BE IT KNOWN that on the day indicated below, before me, the undersigned authority, personally came and appeared, Aaron F. Broussard, who executed the foregoing

contract between the Consolidated Waterworks District No. 1 of the Parish of Jefferson and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, and declared and acknowledged to me, Notary, that he is an authorized representative of **LESSOR**, and that he executed said instrument of his own free will and deed for the uses, benefits and purposes therein expressed, after having read the instrument in full.

WITNESSES:

Consolidated Waterworks District No. 1 of the
Parish of Jefferson

BY: _____

Aaron F. Broussard
Chairman, Jefferson Parish Council

SWORN TO AND SUBSCRIBED BEFORE ME, NOTARY, THIS _____ DAY OF
_____, 2003.

NOTARY PUBLIC

NOTARY SEAL