

RECEIVED
10-6-87

October 2, 1987

Michael S. Mullin
Post Office Drawer 1563
Fernandina Beach, Florida 32034

RE: Yulee Lease

Dear Mike.

Enclosed are the following documents:

- 1.) One original executed Lease Agreement and one additional Lease that we have originally executed.
- 2.) Three executed Memorandums of Lease.
- 3.) Two copies of an Assignment Letter in reference to AT &T and Chemical Bank

Please have the Memorandums of Lease signed and notarized and the Assignment Letters signed.

Note the change on the signature page of the Lease Agreement and Memorandum of Lease. Since first inception of this agreement, our parent company has changed from Maxcell/Charisma Communications, Inc. to McCaw Communications, Inc.

Please return one copy of the executed Lease Agreement, three copies of the Memorandums of Lease and two copies of the Assignment Letter to this office, as soon as possible. I will return to you a copy of the Memorandum of Lease once it has been recorded in the public records.

Sincerely,

David T. Rutter
Director of Operations
Jacksonville Cellular Telephone Company

LEASE AGREEMENT

THIS LEASE AGREEMENT, made the 31st day of August, 1987, by and between NASSAU COUNTY, having an address at Post Office Box 1010, Fernandina Beach, Florida 32034 ("Landlord"), and JACKSONVILLE CELLULAR TELEPHONE COMPANY, a general partnership, having an address at 8081 Phillips Highway, Suite 10, Jacksonville, Florida 32216 ("Tenant").

WITNESSETH

WHEREAS, Landlord is the owner of certain premises located in Nassau County, Florida and more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "Premises"); and

WHEREAS, Tenant is involved in cellular mobile communications, regulated by the Federal Communications Commission ("FCC") and desires to lease from Landlord a portion of the Premises as more particularly described on Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Demised Premises") for the purpose of installing and constructing transmission and receiving and related facilities as more particularly described on Exhibit "C" attached hereto and made a part hereof (hereinafter referred to as "Tenant's Facility").

NOW THEREFORE, in consideration of the premises and the mutual promises and benefits contained herein, the parties agree as follows:

PREMISES AND TITLE

1. (a) It is understood and agreed that Tenant shall have the right, at its option, to construct, maintain and repair a roadway of the Demised Premises, including such work as may be necessary for slope and drainage, and to install within said Demised Premises such poles, wires, pipes, cables, conduits and related appurtenances as shall be necessary for the proper conduct of Tenant's business and for bringing all utilities to the Demised Premises, and for the storage of such fuel as Tenant shall deem necessary for an emergency/auxiliary power supply for Tenant's business. Landlord shall approve any plans for construction, maintenance, installation and repair work pursuant to the provisions of this paragraph.

(b) Landlord covenants and warrants that (i) as of the date hereof, Landlord holds good and marketable fee simple title to the Land of which the Demised Premises are a part; (ii)

the Demised Premises are free and clear of all liens and encumbrances; (iii) Landlord has full authority and power to enter into this Lease; (iv) Landlord shall not lease or use any portion of the Premises for any communications facilities that may interfere with those permitted to be maintained by Tenant pursuant hereto; and (v) so long as this Lease is in effect and Tenant is not in default, Tenant shall, at all times during the continuance hereof, have quiet, continuous, peaceable and undisturbed possession and enjoyment of the Demised Premises, free from the claims of all persons through or under whom Landlord claims, subject to the terms and conditions of this Lease.

TERMS AND RENEWALS

2. (a) The term of this Lease shall commence on August 1, 1987, (Commencement Date) and shall end at midnight on the last day of the month in which the thirtieth (30th) annual anniversary of the Commencement Date shall have occurred.

(b) Tenant is hereby granted the right and option to renew this Lease for four (4) successive terms of five (5) years each, for a total of twenty (20) additional years, provided this Lease is in full force and effect at the time of each renewal and Tenant shall not be in default. Each renewal term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be renewed for each successive renewal term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew the Lease and to vacate the Demised Premises.

CONSTRUCTION AND USE

3. (a) Promptly after the Commencement Date, Tenant shall have the right to construct the Tenant's Facility as described on Exhibit "C" together with any other reasonable appurtenances which Tenant deems necessary, at its sole cost and expense, in good workmanlike manner, in accordance with applicable governmental regulations, and free of any liens or claims for work, labor and services. Landlord shall not have any obligation to construct or maintain, repair or replace Tenant's Facility or any part thereof, except as hereinbelow provided. Tenant shall use the facility only in connection with a cellular radio and mobile telephone communication station and other related activities. Landlord shall not be liable for any damage to Tenant's Facility unless said damage is due to or arises out of any negligence or omission on the part of Landlord and/or Landlord's obligations to repair and maintain Landlord's Facility.

(b) Tenant shall be responsible for all expenses attributable to any permit and license applications for constructing its facilities, and Landlord shall have no obligations with respect thereto. Landlord agrees, however, if necessary, to execute such consents, and to cooperate with Tenant at Tenant's expense in obtaining all licenses and permits, as may be necessary or required for the operation and construction of Tenant's Facility.

RENTAL

4. Tenant covenants and agrees to pay to Landlord during the term hereof, commencing when Tenant has obtained its building permit for construction of Tenant's facility, an annual rental of \$1.00 (herein referred to as the "Basic Rent"), due on the first day of every calendar year during the term of this Lease. No rent shall accrue, or be payable prior to the date Tenant has obtained its building permit, regardless of when the Commencement Date of this Lease occurs. Tenant may prepay any or all annual rentals at any time during the term of the Lease.

INSURANCE AND TAXES

5. (a) During the term of this Lease or any renewals hereof, Tenant shall be responsible for all personal property taxes and insurance as to Tenant's Facility and shall carry, at no cost to Landlord, adequate comprehensive public liability insurance with limits of not less than \$1,000,000.00 for bodily injury and death, and not less than \$500,000.00 for property damage. Tenant will indemnify Landlord, against claims for injuries and death sustained by persons or damage to Property, arising out of Tenant's use and occupancy of the Demised Premises by the Tenant, unless caused by negligence of Landlord, its agents or employees. Said public liability insurance shall be obtained within thirty (30) days from the execution of this Agreement.

(b) During the term or any renewals hereof, the Tenant, at Tenant's sole cost and expense, shall be responsible for any real estate taxes and assessments, both general and special, and all personal property taxes relating to Tenant's property. It is understood that at the time of execution of this Lease, the real estate being leased is tax exempt.

(c) During the term or any renewals hereof, the Tenant shall be responsible for all sales taxes relating to this Lease.

(d) Tenant shall provide proof of insurance to the Landlord, and proof that the Landlord has been named as an additional insured as its interest may appear.

ASSIGNMENTS

6. The Tenant may have the right to encumber the property located on the Demised Premises and to assign this Lease to any affiliates, subsidiaries or sister corporations of McCaw Communications Companies, Inc., with the prior written consent of the Landlord, which shall not be unreasonably withheld. Any entity that encumbers the property or that becomes the Assignee shall consent, in writing, to the provisions of the Lease prior to the Landlord's consent. Any assignment or encumbrance for any purpose is subject to prior approval by Landlord, which shall not be unreasonably withheld.

DEFAULT

7. (a) Failure to pay rental when due and failure to perform any of the covenants under this Lease shall constitute default under this Lease. Tenant shall not be deemed in default until Landlord has given Tenant written notice of any default hereunder within thirty (30) days of such default and Tenant has failed to cure the same within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty day period, if Tenant shall proceed promptly after receipt of such notice to cure the same and shall pursue such curing with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing.

(b) Landlord and Tenant shall have all rights permitted by law including but not limited to the right at their election to terminate this Lease in the event that a default is not timely cured pursuant to paragraph 7(a) above.

LANDLORD'S WAIVER OF LIEN

8. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning any of the improvements, personal property or fixtures owned or installed by or on behalf of Tenant on the Demised Premises (including, without limitation, Tenant's Facility), all of which shall be deemed personal property for purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws, providing that Tenant is not in default, and Tenant may have the right to remove any and all such improvements, personal property or fixtures from time to time with Landlord's consent which shall not be unreasonably withheld. Landlord agrees to execute and deliver to Tenant, from time to time, within 5 days after request by Tenant, its successors or assigns, any such further documentation confirmatory of the provisions of this paragraph. Tenant's improvements, personal property, and fixtures are subject to the provisions of Paragraphs 15 and 25.

TENANT'S RESPONSIBILITY FOR LANDLORD'S EQUIPMENT

9. Tenant hereby agrees to be financially responsible for any damage that occurs to Landlord's equipment installed on Tenant's demised premises should said damage be occasioned by Tenant or its agents or employees.

EMINENT DOMAIN

10. In the event that the Demised Premises or any portion thereof shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, Tenant shall have the right and option to immediately terminate this Lease. Sale of all or part of the Demised Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of such power shall be treated for the purposes of this section as a taking by condemnation.

RIGHT OF SELF-HELP

11. If either party shall be in default, the non-defaulting party shall have the right to correct, make payment or otherwise act to protect its interest under this Agreement and the defaulting party shall be obligated under this Lease to pay on demand the reasonable cost of correcting the same, such costs to include reasonable counsel fees (at all tribunal levels and whether or not suit is instituted),, court costs and other expenses together with interest thereon at the rate of fifteen percent (15%) per annum, or such lesser rate as shall be the highest legal rate permissible. This shall be in addition to any other rights or remedies available hereunder, at law or in equity.

UTILITIES

12. Landlord shall have no responsibility to provide utilities to the Demised Premises. Utilities shall be separately metered, and Tenant shall pay its share of the utility charges used in connection with the Tenant's Facility from the Commencement Date of this Lease.

SURRENDER AT END OF TERM

13. Since the property being leased is unimproved, at the expiration or termination of the lease term or any renewals thereof, whether by lapse of time or otherwise, Tenant will peaceably and quietly surrender to Landlord all of the Demised Premises, in the same unimproved condition, subject to the provisions of Paragraphs 15 and 25.

TITLE TO IMPROVEMENTS

14. Title to Tenant's Facility, as well as all fixtures and chattels used in connection therewith, shall be and shall remain the property of the Tenant and the exclusive ownership by Tenant is herein acknowledged by Landlord.

TERMINATION

15. (a) In addition to the rights of termination set forth in any other provisions of this Lease, Tenant shall also have the right to terminate this Lease and to declare this Lease null and void at any time without any penalty or further liability whatsoever (unless Tenant is in default) in the event that (i) the location of the tower becomes unacceptable for receiving and/or transmitting radio waves; (ii) Landlord defaults under the terms of the Lease and has not cured such default in the time period set forth herein (without, however, limiting any other rights or remedies available to Tenant hereunder, at law or equity; (iii) Tenant's license is suspended, revoked or removed.

(b) Landlord shall have the right to terminate this Lease in the event that Tenant defaults pursuant to provisions set forth herein. Should Landlord or Tenant terminate this Lease, the provisions of Paragraph 15(c) as to the removal of the tower shall be applicable.

(c) Should Tenant terminate this Lease, and, at the time of termination Landlord is utilizing the tower, or in the process of placing equipment on the tower, Tenant shall not remove said tower or any part of the demised premises for a period of two (2) full years unless said period is waived in writing by Landlord. Tenant shall also maintain said tower and equipment in the same manner as if they were continuing to utilize said tower and equipment.

BROKERS

16. The parties hereto mutually warrant, represent and agree to and with each other that there is not a real estate broker involved in this transaction or any other person to whom commissions or remuneration is due by reason of this transaction, and each party agrees to indemnify and hold harmless the other from and against any demands, losses, costs and expenses of any kind whatsoever arising out of, by reason of, or in connection with any claim for a broker's commission in this transaction asserted by any person on behalf of the other party.

NOTICES

17. All notices required under this Lease to be served upon either party shall be sent registered or certified mail, return receipt requested, and shall be deemed served when deposited in the United States mail, properly stamped and addressed to the party for whom it is intended at its address hereinabove set forth, or to such other address as the Landlord or Tenant shall hereafter give notice to the other in writing.

SEVERABILITY

18. If any of the provisions of this Agreement are deemed to be invalid, that shall not affect the rest of this Agreement which shall remain valid and enforceable.

ATTORNEY'S FEES

19. The prevailing party in any litigation arising hereunder shall be entitled to his reasonable attorney's fees and court costs, including all appeals, if any.

MISCELLANEOUS PROVISIONS

20. (a) It is mutually stipulated and agreed by and between the parties hereto that this instrument and the exhibits attached hereto contain the entire agreement between them as of this date (except for agreements, if any, confirmatory of matters contained herein), and that the execution thereof has not been induced by either party by any representations, promises or undertakings not expressed herein, and that there are not collateral agreements, stipulations, promises or undertakings whatsoever by the respective parties which in any way affect the subject matter of this lease and which are not expressly contained in this instrument. No change, alteration or modification of this Agreement shall be effective unless made in writing signed by both parties hereto.

(b) The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and personal representatives.

(c) This Lease shall be construed under the laws of the State of Florida.

(d) Landlord assumes no responsibility for the safekeeping of the Tenant's building, tower or equipment unless damage to said building, tower or equipment is due to the negligence of Landlord or its agents, licensees or invitees.

(e) Each party agrees to furnish to the other, within 5 days after request, such truthful estoppel information as the other may reasonably request.

LEASEHOLD MORTGAGES

21. (a) Tenant shall obtain Landlord's written consent, which shall not be unreasonably withheld, to mortgage or grant a security interest in Tenant's leasehold and the improvements, personal property and fixtures located upon the Demised Premises, and to assign this Lease to any such mortgagees or holders of security interests or assigns (hereinafter collectively referred to as "Mortgagees"). Tenant shall obtain the written consent of any mortgage holder, security holder, or assignee to be bound by this Lease prior to requesting Landlord's consent.

(b) Landlord agrees to serve simultaneously both Tenant and Tenant's mortgagees with notice of any event of default by Tenant under this Lease and to afford said mortgagees the same opportunity to cure default as is afforded to Tenant and within the same time periods. With respect to non-monetary default, if cure by the mortgagee requires that the mortgagee first foreclose on its lien against Tenant's interests, the opportunity to cure shall be extended until after the resolution of any foreclosure action.

(c) In the event that any mortgagee becomes the Tenant under this Lease, whether by assignment, foreclosure or otherwise, Landlord agrees to recognize mortgagee as the Tenant under the Lease and further agrees that the Lease will remain in full force and effect according to its terms, as if such mortgagee were named as Tenant under this Lease, and that each party will be obligated to fully perform its obligations under the Lease, so long as the other party is not in default.

(d) Landlord further agrees to execute, from time to time, and at the request of Tenant or Tenant's successors or assigns, any such further documentation confirmatory of the provisions of this paragraph, subject to the provisions of this Lease. Execution of said documentation shall be made at the specific time at which it has been requested. If no time period has been specified, execution shall take place within five (5) working days of the request.

MEMORANDUM OF LEASE

22. Tenant may record a Memorandum of Lease in the public records of the county in which the Demised Premises are located and Landlord agrees to execute such Memorandum at Tenant's request.

TITLE AND SURVEY

23. (a) Tenant shall have the right to obtain a title report and commitment for a leasehold title policy from a title insurance company of its choice, at its expense. If, in the opinion of Tenant or Tenant's counsel, the state of title as indicated by such title report shows any defects of title or any liens or encumbrances which interfere with or adversely affect Tenant's use of the demised premises or which in any way affect Tenant's ability to obtain leasehold financing, or which in any way impair the security of Tenant's leasehold lenders, Tenant shall have the right to (i) cure such defects itself; or (ii) cancel this Lease upon written notice to Landlord, subject to the provisions of Paragraphs 15 and 25. Landlord agrees to cooperate with Tenant in curing any such title defects.

(b) Tenant also has the right to have the real property surveyed, at its expense, and, in the event that any defects are shown by the survey, Tenant shall have all of the rights set forth in sub-paragraph (a) above.

LIENS

24. Tenant agrees that it will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other liens of like character, within thirty (30) days after said lien is filed and will indemnify Landlord against all legal costs and charges, bond premiums for release of liens, including reasonable attorney's fees reasonably incurred (whether litigation is necessary or not) in discharging the said premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant.

GOVERNMENTAL USE

25. Tenant and Landlord understand and agree that: (i) Landlord or its assigns can use the tower for its communication needs as deemed necessary by Landlord, provided such usage shall not unreasonably interfere with Tenant's primary use then being made. The parties further acknowledge and agree that the primary consideration for Landlord granting to Tenant the right to construct and utilize the facilities as set forth in Exhibit "C" was and is based upon Landlord's use of said facilities for its communications network at no cost to the Landlord. Said communications network shall, but shall not be limited to, consist of use of the communications facility for its 911 system; sheriff's communications systems; public safety communications systems; and any and all other public systems deemed necessary by Landlord. Said public use shall not exceed Southern Building Code structural requirements for towers of this type.

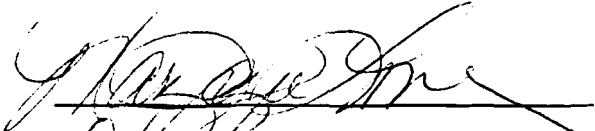
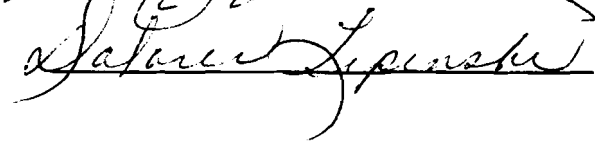
(a) As previously stated, if a termination of this Lease occurs and Landlord is utilizing the Tenant's or its assign's tower or demised premises, or Landlord is in the process of placing equipment on the tower, the Tenant or its assigns shall not re-locate the tower or change any of the demised premises for at least two (2) years from the date of termination, and Landlord shall have the right to utilize for at least two (2) years said tower and demised premises for its communications equipment without any charges to Landlord. Tenant or its assigns shall continue to maintain the tower and demised premises in the same manner as if they were still utilizing said tower and demised premises.

IN WITNESS WHEREOF, the parties hereunto set their hands and affix their seals the day and year first above written.

SIGNED IN THE PRESENCE OF:

LANDLORD:

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY

By: Gene R. Blackburn
Its CHAIRMAN

SWORN. 9/1/87

Charles F. Moses
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Dec. 5, 1987,
Bonded by Transamerica Insurance Co.

TENANT:

JACKSONVILLE CELLULAR TELEPHONE
COMPANY, a Florida general
partnership

BY: MCCA W COMMUNICATIONS OF JACKSONVILLE, INC.,
GENERAL PARTNER

Nancy M. Kutz
M. Coerber

* By: Scott K. Morris
Vice President

*Executed conditionally upon the acceptance
of the Letter Agreements dated 9/21/87.

Sworn 10/1/87. Notary Public in ad for
the state of Washington. My Commission
expires 10/19/90

EXHIBIT A
DEMISED PREMISES

A parcel of land approximately 15,000 square feet located as shown on the sketch attached as Exhibit A-1 hereto sufficient for the erection, use, maintenance and replacement of a radio communication tower of a height of 340 feet above ground elevation at said location, and a one-story base station building of approximately 400 square feet, adjacent thereto to be constructed by Tenant as described in Exhibit B (the "Tenant's Facility"), together with an easement over and upon the Premises for access, ingress and egress to the Demised Premises for the purpose of erecting the Tenant's Facility and for the operation, maintenance, repair and replacement thereof.

LEGAL DESCRIPTION:

TOWER SITE

A PART OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 20 EAST, BAKER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 10 AS NOW ESTABLISHED AS A 300 FOOT RIGHT OF WAY WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 10 (U.S. 90) AS NOW ESTABLISHED AND AS SHOWN ON STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION RIGHT OF MAP SECTION 27090-2401, SHEET NO. 7; THENCE NORTH 66° 52' 11" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY, A DISTANCE OF 656.11 FEET TO AN IRON PIPE; THENCE CONTINUE NORTH 66° 52' 11" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO AN IRON PIPE; THENCE NORTH 23° 07' 49" WEST A DISTANCE OF 87.84 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE NORTH 23° 07' 49" WEST A DISTANCE OF 120.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF CSX RAILROAD AND TRANSPORTATION COMPANY RIGHT OF WAY AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 68° 21' 58" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 180.00 FEET; THENCE SOUTH 23° 07' 49" EAST A DISTANCE OF 120.00 FEET; THENCE SOUTH 68° 21' 58" WEST A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.50 ACRES, MORE OR LESS.

30 FOOT EASEMENT FOR INGRESS AND EGRESS

A PART OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 20 EAST, BAKER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 10 AS NOW ESTABLISHED AS A 300 FOOT RIGHT OF WAY WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 10 (U.S. 90) AS NOW ESTABLISHED AND AS SHOWN ON STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION RIGHT OF MAP SECTION 27090-2401, SHEET NO. 7; THENCE NORTH 66° 52' 11" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY, A DISTANCE OF 656.11 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE NORTH 23° 07' 49" WEST A DISTANCE OF 208.63 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF CSX RAILROAD AND TRANSPORTATION COMPANY RIGHT OF WAY AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 68° 21' 58" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET; THENCE SOUTH 23° 07' 49" EAST A DISTANCE OF 207.84 FEET TO THE AFOREMENTIONED NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 10 (U.S. 90); THENCE SOUTH 66° 52' 11" WEST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

MEMORANDUM OF LEASE

This Memorandum is made and entered into this 1st day of October, 1987 by and between Nassau County ("Landlord") and Jacksonville Cellular Telephone Company, a Florida general partnership ("Tenant").

W I T N E S S E T H

WHEREAS, Landlord is a party to that certain Lease Agreement dated August 31, 1987 (the "Lease"); and

WHEREAS, pursuant to said Lease, Tenant is leasing the property described in Exhibit A attached hereto;

NOW THEREFORE, in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Landlord confirms leasing to Tenant the real property described in Exhibit A attached hereto including granting to Tenant the easement(s) described in Exhibit A attached hereto for both access and utility purposes all under the provisions contained in the above-described and recorded Lease, such Lease being expressly incorporated herein by reference.

2. The term of the Lease commenced on August 1, 1987 and shall end on August 31, 2017; however, Tenant may renew the Lease for four successive terms of five years each for a total of twenty additional years. Tenant has the right to record a Memorandum of Renewal of Lease in the public records of Nassau County, Florida.

3. This Memorandum is not a complete summary of the unrecorded Lease. Reference should be had to the unrecorded Lease for the full terms and provisions thereof. In the event of a conflict between the provisions of this Memorandum and the provisions of the unrecorded Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

LANDLORD:

BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY

By Charles A. Probert
Its Vice-Chairman

Witness:

[Signature]

TENANT:

JACKSONVILLE CELLULAR TELEPHONE
COMPANY

By McCaw Communications of
Jacksonville, Inc., General
Partner

By [Signature]
Scott K. Morris

Witness:

[Signature]

STATE OF WASH.)
County of King) ss:

On this 1st day of October, 1987, before me, a Notary Public in and for the State of WASH., personally appeared Scott Morris, known to me to be the Vice President of McCa Conn of Lakeland, Inc. the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

WITNESS my hand and the official seal affixed the day and year first above written.

Jane E. Verable
NOTARY PUBLIC in and for the
State of Wash.
My commission expires 10-19-90

STATE OF FLORIDA)
County of NASSAU) ss:

On this 13th day of October, 1987, before me, a Notary Public in and for the State of Florida, personally appeared Charles A. Pickett, known to me to be the Vice-Chairman of Board of County Commissioners, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

WITNESS my hand and the official seal affixed the day and year first above written.

Margie J. Armstrong
NOTARY PUBLIC in and for the
State of Florida
My commission expires 11/2/87



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32034

Gene R. Blackweider	Dist. No. 1 Fernandina Beach
Hazel Jones	Dist. No. 2 Fernandina Beach
John F. Claxton	Dist. No. 3 Yulee
James E. Testone	Dist. No. 4 Hilliard
Charles A. Pickett	Dist. No. 5 Callahan

T.J. "Jerry" GREESON
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

November 6, 1987

David T. Rutter
Director of Operations
Jacksonville Cellular Telephone Company
8081 Phillips Highway, Suite 10
Jacksonville, FL 32216

Re: NASSAU COUNTY

Dear Mr. Rutter:

Enclosed please find executed copies of the following documents:

- 1.) One executed Lease Agreement.
- 2.) Three executed copies of the Memorandum of Lease.
- 3.) Two executed copies of the Assignment Letter.

If this office can be of any further assistance to you in the future, please do not hesitate to contact me.

Sincerely,

T. J. "Jerry" Greeson
Ex-Officio Clerk

TJG/mja

Enclosures

EXHIBIT A
DEMISED PREMISES

A parcel of land approximately 15,000 square feet located as shown on the sketch attached as Exhibit A-1 hereto sufficient for the erection, use, maintenance and replacement of a radio communication tower of a height of 340 feet above ground elevation at said location, and a one-story base station building of approximately 400 square feet, adjacent thereto to be constructed by Tenant as described in Exhibit B (the "Tenant's Facility"), together with an easement over and upon the Premises for access, ingress and egress to the Demised Premises for the purpose of erecting the Tenant's Facility and for the operation, maintenance, repair and replacement thereof.

LEGAL DESCRIPTION:

TOWER SITE

A PART OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 20 EAST, BAKER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 10 AS NOW ESTABLISHED AS A 300 FOOT RIGHT OF WAY WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 10 (U.S. 90) AS NOW ESTABLISHED AND AS SHOWN ON STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION RIGHT OF MAP SECTION 27090-2401, SHEET NO. 7; THENCE NORTH 66° 52' 11" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY, A DISTANCE OF 656.11 FEET TO AN IRON PIPE; THENCE CONTINUE NORTH 66° 52' 11" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO AN IRON PIPE; THENCE NORTH 23° 07' 49" WEST A DISTANCE OF 87.84 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE NORTH 23° 07' 49" WEST A DISTANCE OF 120.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF CSX RAILROAD AND TRANSPORTATION COMPANY RIGHT OF WAY AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 68° 21' 58" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 180.00 FEET; THENCE SOUTH 23° 07' 49" EAST A DISTANCE OF 120.00 FEET; THENCE SOUTH 68° 21' 58" WEST A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.50 ACRES, MORE OR LESS.

30 FOOT EASEMENT FOR INGRESS AND EGRESS

A PART OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 20 EAST, BAKER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 10 AS NOW ESTABLISHED AS A 300 FOOT RIGHT OF WAY WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 10 (U.S. 90) AS NOW ESTABLISHED AND AS SHOWN ON STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION RIGHT OF MAP SECTION 27090-2401, SHEET NO. 7; THENCE NORTH 66° 52' 11" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY, A DISTANCE OF 656.11 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE NORTH 23° 07' 49" WEST A DISTANCE OF 208.63 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF CSX RAILROAD AND TRANSPORTATION COMPANY RIGHT OF WAY AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 68° 21' 58" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET; THENCE SOUTH 23° 07' 49" EAST A DISTANCE OF 207.84 FEET TO THE AFOREMENTIONED NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 10 (U.S. 90); THENCE SOUTH 66° 52' 11" WEST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CHEMICAL BANK
277 Park Avenue
New York, New York 10172

September 21, 1987

Nassau County Board
of County Commissioners
P. O. Box 1010
Fernandina Beach, Florida 32034

Re: Lease, made the 31st of August, 1987
(the "Lease") by and between Nassau County
("Landlord") and Jacksonville Cellular
Telephone Company ("Tenant")

Gentlemen:

This letter shall confirm that Landlord hereby agrees that Tenant may assign as collateral or otherwise grant a security interest in the Lease in favor of Chemical Bank ("Chemical"). Chemical hereby acknowledges and agrees that it may not exercise any rights under such assignment or foreclose on such security interest unless Chemical agrees to be bound by the provisions of the Lease and, at Landlord's request, execute a memorandum of lease evidencing its agreement to be so bound by the Lease.

Very truly yours,

CHEMICAL BANK

By: Thomas S. Keating
VICE PRESIDENT

Agreed to and Accepted:

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY

By: Charles A. Pickett

Its Vice-Chairman

AT&T TECHNOLOGIES, INC.
430 Mountain Avenue
Murray Hill, New Jersey 07974

September 21, 1987

Nassau County Board
of County Commissioners
P. O. Box 1010
Fernandina Beach,, Florida 32034

Re: Lease, made the 31st of August, 1987
(the "Lease") by and between Nassau County
("Landlord") and Jacksonville Cellular
Telephone Company ("Tenant")

Gentlemen:

This letter shall confirm that Landlord hereby agrees that Tenant may assign as collateral or otherwise grant a security interest in the Lease in favor of AT&T Technologies, Inc. ("AT&T"). AT&T hereby acknowledges and agrees that it may not exercise any rights under such assignment or foreclose on such security interest unless AT&T agrees to be bound by the provisions of the Lease and, at Landlord's request, to execute a Memorandum of Lease evidencing AT&T's agreement to be bound by the Lease.


Very truly yours,

AT&T TECHNOLOGIES, INC.

By:  9/21/87
Network Systems Sales VP

Agreed to and Accepted:

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY

By: 
Its Vice-Chairman

NOV 12 1987

MEMORANDUM OF LEASE

BK 0530 PG 1232
OFFICIAL RECORDS

K-14.30

This Memorandum is made and entered into this 1st day of October, 1987 by and between Nassau County ("Landlord") and Jacksonville Cellular Telephone Company, a Florida general partnership ("Tenant").

W I T N E S S E T H

WHEREAS, Landlord is a party to that certain Lease Agreement dated August 31, 1987 (the "Lease"); and

WHEREAS, pursuant to said Lease, Tenant is leasing the property described in Exhibit A attached hereto;

NOW THEREFORE, in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Landlord confirms leasing to Tenant the real property described in Exhibit A attached hereto including granting to Tenant the easement(s) described in Exhibit A attached hereto for both access and utility purposes all under the provisions contained in the above-described and recorded Lease, such Lease being expressly incorporated herein by reference.

2. The term of the Lease commenced on August 1, 1987 and shall end on August 31, 2017; however, Tenant may renew the Lease for four successive terms of five years each for a total of twenty additional years. Tenant has the right to record a Memorandum of Renewal of Lease in the public records of Nassau County, Florida.

EX-0530761233
OFFICIAL RECORDS

3. This Memorandum is not a complete summary of the unrecorded Lease. Reference should be had to the unrecorded Lease for the full terms and provisions thereof. In the event of a conflict between the provisions of this Memorandum and the provisions of the unrecorded Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

LANDLORD: BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY

By Charles A. Pickett
Its Vice-Chairman

Witness: [Signature]

TENANT: JACKSONVILLE CELLULAR TELEPHONE COMPANY

By McCaw Communications of Jacksonville, Inc., General Partner
By [Signature]
Scott K. Morris

Witness: [Signature]

STATE OF Wash.)
County of King) ss:

SK0530 PG 1234
OFFICIAL RECORDS

On this 15th day of October, 1987, before me, a Notary Public in and for the State of Wash., personally appeared Scott Morris, known to me to be the Vice President of McA Corp. of Washington, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

WITNESS my hand and the official seal affixed the day and year first above written.

Jane E. Varally
NOTARY PUBLIC in and for the
State of Washington
My commission expires 10-19-78

STATE OF FLORIDA)
County of NASSAU) ss:

On this 13th day of October, 1987, before me, a Notary Public in and for the State of Florida, personally appeared Charles A. Pickett, known to me to be the Vice-Chairman of Board of County Commissioners, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

WITNESS my hand and the official seal affixed the day and year first above written.

Margie G. Armstrong
NOTARY PUBLIC in and for the
State of Florida
My commission expires 11/2/87

E1001C33

STATE OF Wash.)
County of King) ss:

810530 PG 1234
OFFICIAL RECORDS

On this 15th day of October, 1987, before me, a Notary Public in and for the State of Wash., personally appeared Scott Morris, known to me to be the Vice President of McCa Lane of Lakeland, Inc. the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

WITNESS my hand and the official seal affixed the day and year first above written.

Jan E. Verally
NOTARY PUBLIC in and for the
State of Washington
My commission expires 10-19-78

STATE OF FLORIDA)
County of NASSAU) ss:

On this 13th day of October, 1987, before me, a Notary Public in and for the State of Florida, personally appeared Charles A. Pickett, known to me to be the Vice-Chairman of Board of County Commissioners the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

WITNESS my hand and the official seal affixed the day and year first above written.

Margie J. Armstrong
NOTARY PUBLIC in and for the
State of Florida
My commission expires 11/27/87

E1001C33

EX053061235
OFFICIAL RECORDS

EXHIBIT A
DEMISED PREMISES

A parcel of land approximately 15,000 square feet located as shown on the sketch attached as Exhibit A-1 hereto sufficient for the erection, use, maintenance and replacement of a radio communication tower of a height of 340 feet above ground elevation at said location, and a one-story base station building of approximately 400 square feet, adjacent thereto to be constructed by Tenant as described in Exhibit B (the "Tenant's Facility"), together with an easement over and upon the Premises for access, ingress and egress to the Demised Premises for the purpose of erecting the Tenant's Facility and for the operation, maintenance, repair and replacement thereof.

FILED AND
RECORDS OF

LEGAL DESCRIPTION:

TOWER SITE
A PART OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 28 EAST, BAKER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 10 AS NOW ESTABLISHED AS A 300 FOOT RIGHT OF WAY WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 10 (U.S. 98) AS NOW ESTABLISHED AND AS SHOWN ON STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION RIGHT OF MAP SECTION 27898-2481, SHEET NO. 7; THENCE NORTH 66° 52' 11" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY, A DISTANCE OF 656.11 FEET TO AN IRON PIPE; THENCE CONTINUE NORTH 66° 52' 11" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 38.00 FEET TO AN IRON PIPE; THENCE NORTH 23° 07' 49" WEST A DISTANCE OF 87.84 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE NORTH 23° 07' 49" WEST A DISTANCE OF 120.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF CSX RAILROAD AND TRANSPORTATION COMPANY RIGHT OF WAY AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 68° 21' 58" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 180.00 FEET; THENCE SOUTH 23° 07' 49" EAST A DISTANCE OF 120.00 FEET; THENCE SOUTH 68° 21' 58" WEST A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.50 ACRES, MORE OR LESS.

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A PART OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 28 EAST, BAKER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 10 AS NOW ESTABLISHED AS A 300 FOOT RIGHT OF WAY WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 10 (U.S. 98) AS NOW ESTABLISHED AND AS SHOWN ON STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION RIGHT OF MAP SECTION 27898-2481, SHEET NO. 7; THENCE NORTH 66° 52' 11" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY, A DISTANCE OF 656.11 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE NORTH 23° 07' 49" WEST A DISTANCE OF 288.63 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF CSX RAILROAD AND TRANSPORTATION COMPANY RIGHT OF WAY AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY; THENCE NORTH 68° 21' 58" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 38.00 FEET; THENCE SOUTH 23° 07' 49" EAST A DISTANCE OF 287.84 FEET TO THE AFOREMENTIONED NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 10 (U.S. 98); THENCE SOUTH 66° 52' 11" WEST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 38.00 FEET TO THE POINT OF BEGINNING.

RETURN TO: McCaw Communications
5808 Lake Washington Blvd.
Kirkland, WA 98033-7397
ATTN: Nancy Olsen

JAN 03 1989

Rec-1750

AMENDMENT TO LEASE AGREEMENT, BK0560PG0293
AND MEMORANDUM OF LEASE OFFICIAL RECORDS

This Amendment to Lease Agreement and Memorandum of Lease is made as of the 22nd day of November, 1988 by and between NASSAU COUNTY ("Lessor") and Jacksonville Cellular Telephone Company ("Lessee").

WITNESSETH

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated August 31, 1987 (the "Lease") whereby Lessee leased from Lessor certain property located in Nassau County, Florida (the "Premises") which Memorandum of Lease is of record in Book 139, Page 1232 of the Office of the Circuit Court Clerk for Nassau County, Florida; and

WHEREAS, the parties desire to amend the legal description of the Premises;

NOW, THEREFORE, for One Dollar and other good and valuable consideration, receipt and legal sufficiency of which are hereby acknowledged, the parties amend the Lease and Memorandum of Lease by replacing the Exhibit A to same with the Exhibit A attached hereto. All references in the Lease and Memorandum of Lease to Exhibit A shall be deemed to mean the Exhibit A attached hereto and made a part hereof.

All terms and conditions of the Lease and Memorandum of Lease shall remain in full force and effect except as expressly provided herein.

BK 0560PG0294

OFFICIAL RECORDS

IN WITNESS WHEREOF, the undersigned have executed this
Agreement to Lease Agreement and Memorandum of Lease as of the
22nd day of November, 1985

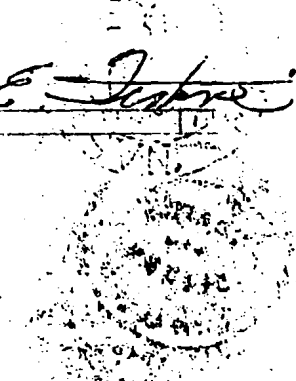
SECRET

JACKSONVILLE CELLULAR TELEPHONE
COMPANY

By
Its

BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY

By
Its



BK0560PG0295
OFFICIAL RECORDS

STATE OF FLORIDA)
COUNTY OF NASSAU)

22nd The foregoing instrument was acknowledged before me this
day of November, 1988 by James E. Testone as
Chairman of the Board of County Commissioners
Nassau County, in the capacity aforesated.

Margie J. [Signature]
Notary Public

My Commission Expires:

(Notary Seal)

MARGIE J. ARISTON, NOTARY PUBLIC
THE STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 11-02-91

STATE OF Florida)
COUNTY OF Duval)

14th The foregoing instrument was acknowledged before me this
day of December, 1988 by John Casamassino as
V.P. Operations of Jacksonville Cellular Telephone
Company, in the capacity aforesated.

[Signature]
Notary Public

My Commission Expires:

(Notary Seal)

Notary Public, State of Florida, Duval
My Commission Expires Oct. 31, 1990

MAP SHOWING SURVEY OF

TOWER SITE

A PART OF THE E. WATERMAN GRANT (MILL GRANT), SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 235, PAGES 514 AND 515 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 208 AS NOW ESTABLISHED (SAID RIGHT OF WAY LIES 60.00 FEET FROM AND ADJACENT TO THE CENTERLINE OF THE EASTBOUND LANE WHEN MEASURED AT A RIGHT ANGLE TO SAID CENTERLINE); THENCE SOUTH 17° 48' 59" EAST, ALONG THE WESTERLY LINE OF SAID LANDS A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING; THENCE CONTAINING SOUTH 17° 48' 59" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 100.00 FEET; THENCE NORTH 72° 19' 01" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 100.00 FEET; THENCE NORTH 17° 48' 59" WEST A DISTANCE OF 100.00 FEET; THENCE SOUTH 72° 19' 01" WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.23 ACRES, MORE OR LESS.

30 FOOT EASEMENT FOR INGRESS AND EGRESS

A PART OF THE E. WATERMAN GRANT (MILL GRANT), SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 235, PAGES 514 AND 515 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 208 AS NOW ESTABLISHED (SAID RIGHT OF WAY LIES 60.00 FEET FROM AND ADJACENT TO THE CENTERLINE OF THE EASTBOUND LANE WHEN MEASURED AT A RIGHT ANGLE TO SAID CENTERLINE); THENCE SOUTH 17° 48' 59" EAST, ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 700.00 FEET; THENCE NORTH 72° 19' 01" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 17° 48' 59" WEST A DISTANCE OF 700.00 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 208; THENCE SOUTH 72° 19' 01" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

FOR : JACKSONVILLE CELLULAR TELEPHONE CO.
& DEWOLF, WARD & MORRIS, P.A.
& CHICAGO TITLE INS. CO.

BK0560PG0296
OFFICIAL RECORDS

FILED & RECORDED IN PUBLIC
RECORDS OF NASSAU COUNTY, FLORIDA

89 JAN 3 PM 2:42

J. H. ...
CLERK OF COURTS
NASSAU COUNTY, FLORIDA



Jacksonville Cellular Telephone Company

January 10, 1989

T. J. Greeson
Ex - Officio Clerk
Nassau County
Board of County Commissioners
Post Office Box 1010
Fernandina Beach, Florida 32304

Dear Mr. Greeson

Per your request, enclosed please find the executed copy of the Amendment to Lease Agreement and Memorandum of Lease between Nassau County and Jacksonville Cellular Telephone Company.

I sincerely appreciate your help in rectifying the error.

Sincerely,

Annette J. Cook

Annette J. Cook
Operations Coordinator

Enclosure

701 San Marco Boulevard
2 Prudential Plaza, Suite 1770
Jacksonville, Florida 32207
(904) 398-5506

JAN 03 1989

AMENDMENT TO LEASE AGREEMENT
AND MEMORANDUM OF LEASE **BK 0560FG0293**
OFFICIAL RECORDS

This Amendment to Lease Agreement and Memorandum of Lease is made as of the 22nd day of November, 1988 by and between NASSAU COUNTY ("Lessor") and Jacksonville Cellular Telephone Company ("Lessee").

W I T N E S S E T H

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated August 31, 1987 (the "Lease") whereby Lessee leased from Lessor certain property located in Nassau County, Florida (the "Premises") which Memorandum of Lease is of record in Book 530, Page 1232 of the Office of the Circuit Court Clerk for Nassau County, Florida; and

WHEREAS, the parties desire to amend the legal description of the Premises;

NOW, THEREFORE, for One Dollar and other good and valuable consideration, receipt and legal sufficiency of which are hereby acknowledged, the parties amend the Lease and Memorandum of Lease by replacing the Exhibit A to same with the Exhibit A attached hereto. All references in the Lease and Memorandum of Lease to Exhibit A shall be deemed to mean the Exhibit A attached hereto and made a part hereof.

All terms and conditions of the Lease and Memorandum of Lease shall remain in full force and effect except as expressly provided herein.

IN WITNESS WHEREOF, the undersigned have executed this
Amendment to Lease Agreement and Memorandum of Lease as of the
22nd day of November, 1988.

LESSEE:

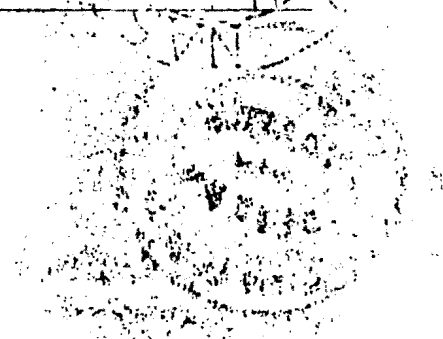
JACKSONVILLE CELLULAR TELEPHONE
COMPANY

By _____
Its _____

LESSOR:

BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY

By _____
Its _____

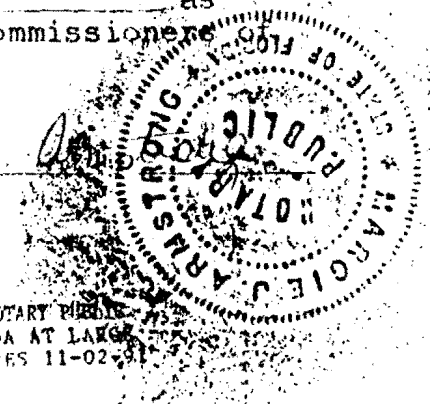


BK0560PG0295
OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF NASSAU

22nd The foregoing instrument was acknowledged before me this
day of November, 1988 by James E. Testone as
Chairman of the Board of County Commissioners
Nassau County, in the capacity aforesated.

Margie J. Armstrong
Notary Public



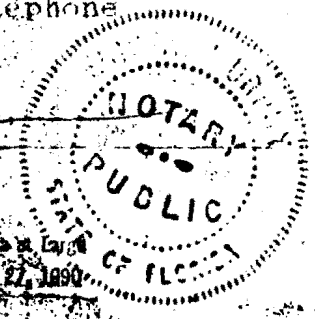
My Commission Expires:
(Notary Seal)

MARGIE J. ARMSTRONG, NOTARY PUBLIC
THE STATE OF FLORIDA AT LARGE
M. COMMISSION EXPIRES 11-02-91

STATE OF Florida
COUNTY OF Duval

14th The foregoing instrument was acknowledged before me this
day of December, 1988 by John Casamassina as
V.P. Operation of Jacksonville Cellular Telephone
Company, in the capacity aforesated.

John Casamassina
Notary Public



My Commission Expires:
(Notary Seal)

Notary Public, State of Florida at Large
My Commission Expires Oct. 27, 1990

MAP SHOWING SURVEY OF

TOWER SITE

A PART OF THE E. WATERMAN GRANT (MILL GRANT), SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 235, PAGES 514 AND 515 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200 AS NOW ESTABLISHED (SAID RIGHT OF WAY LIES 60.00 FEET FROM AND ADJACENT TO THE CENTERLINE OF THE EASTBOUND LANE WHEN MEASURED AT A RIGHT ANGLE TO SAID CENTERLINE); THENCE SOUTH 17° 40' 59" EAST, ALONG THE WESTERLY LINE OF SAID LANDS A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 17° 40' 59" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 100.00 FEET; THENCE NORTH 72° 19' 01" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 100.00 FEET; THENCE NORTH 17° 40' 59" WEST A DISTANCE OF 100.00 FEET; THENCE SOUTH 72° 19' 01" WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.23 ACRES, MORE OR LESS.

30 FOOT EASEMENT FOR INGRESS AND EGRESS

A PART OF THE E. WATERMAN GRANT (MILL GRANT), SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 235, PAGES 514 AND 515 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200 AS NOW ESTABLISHED (SAID RIGHT OF WAY LIES 60.00 FEET FROM AND ADJACENT TO THE CENTERLINE OF THE EASTBOUND LANE WHEN MEASURED AT A RIGHT ANGLE TO SAID CENTERLINE); THENCE SOUTH 17° 40' 59" EAST, ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 700.00 FEET; THENCE NORTH 72° 19' 01" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 17° 40' 59" WEST A DISTANCE OF 700.00 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200; THENCE SOUTH 72° 19' 01" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

**FOR : JACKSONVILLE CELLULAR TELEPHONE CO.
& DEWOLF , WARD & MORRIS , P.A.
& CHICAGO TITLE INS. CO.**

CLERK OF COURTS
NASSAU COUNTY FLORIDA

89 JAN - 1 PM 2:42

FILED & RECORDED IN PUBLIC
RECORDS OF NASSAU COUNTY
RECORDED

BK0560PG0296
OFFICIAL RECORDS