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CS-04-121

April 15, 2004

J.M. "Chip" Oxley, Jr.  
Ex-Officio Clerk  
Nassau County  
191 Nassau Place  
Yulee, FL 32097

RE: Agreement with Pinnacle Towers Inc.

Dear Mr. Oxley:

Enclosed for your file is a fully executed copy of the agreement that the county signed at our request regarding the tower site. Please retain this copy for your files.

Sincerely,

Brett Buggeln  
Global Signal Services LLC  
Director of Collocation, Real Estate and Construction

Enc.



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
Ansley Acree  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

November 26, 2003

J. M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

Mr. Justin Barker  
Pinnacle Towers, Inc.  
301 North Cattlemen Road, Suite 300  
Sarasota, FL 34232

Dear Mr. Barker:

Enclosed please find the attached Agreement regarding Ground Lease between Nassau County and Pinnacle Towers, Inc., approved by the Board of County Commissioners in Regular Session of November 24, 2003.

Please have the appropriate representative of your firm execute the Agreement regarding Ground Lease and return same to my office in the enclosed self addressed envelope.

I understand that this document is being requested in connection with a loan, and the lender will have no right to foreclose upon our ownership or interest in the real property.

If I can be of any further assistance, please do not hesitate to contact me.

Sincerely yours,

J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

JMO:jb

CC: Michael S. Mullin, County Attorney

5991

941 364 888

Justin 941 308 5991

Check for approximately \$67,000

Concern is money sent what that was for and the lease. Does not want one time lease payment for ten years.

Have not agreed to do anything like that.

Refinancing process and sending out the agreement for ground leases required by lender. Espospol that not under default and lease in full force and effect. Does not change existing lease. This is the tower lease inherited from Florida water.

Does not change existing lease - gives assurance to lender and the county and would cure default.

Five year increments - at the beginning of upcoming term.

FW got the last check. FW and county to determine if pro rated amount. Reconcile with florida water. If close to term, may owe pro rated amount.

Provides back up rights to county as well.

Need back as soon as possible.



P I N N A C L E  
T o w e r s I n c

October 30, 2003

**VIA FEDERAL EXPRESS**

County of Nassau  
Clerk of the Circuit Court  
191 Nassau Place  
Yulee, FL 32097

Re: Lease with Pinnacle Towers Inc.

Dear Landlord:

Pinnacle Towers Inc. ("Pinnacle") is seeking to obtain a loan from a lender named Towers Finco, LLC, which will be secured by a mortgage or other security instrument. Although Pinnacle's interest in its lease with you will be encumbered by the mortgage, the lender will have no right to foreclose upon your ownership or interest in the real property.

In connection with the loan, Pinnacle has been asked by the lender to request that you sign the enclosed agreement in connection with the lease. After you have signed the agreement, please return the signed agreement to us in the enclosed prepaid Federal Express envelope.

Pinnacle appreciates your cooperation in this matter. If you have any questions please telephone me at (888) 748-3482 ext. 5991.

Thank you for your assistance in this matter.

Sincerely,

Justin Barker  
Pinnacle Towers Inc.

CS

Enclosures  
Site ID. 1870/0300-004

## AGREEMENT REGARDING GROUND LEASE

THIS AGREEMENT REGARDING GROUND LEASE (this "Agreement") is made as of November 30, 2003, between the party identified as "Landlord" on the signature page hereof ("Landlord") and PINNACLE TOWERS INC. ("Tenant").

### RECITALS:

A. Landlord and Tenant are now parties to the Lease dated June 30, 1998, a copy of which is annexed hereto as Exhibit A (the "Lease"), covering certain real property more particularly described on Exhibit A attached hereto;

B. Towers Finco LLC, a Delaware limited liability company (together with its successors and assigns, "Towers Finco"), desires to make a loan (the "Loan") to Tenant, secured by a mortgage or other security instrument (as amended or modified from time to time, the "Towers Finco Mortgage"), encumbering all of Tenant's interest in the Lease.

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto hereby agrees as follows:

1. Estoppel Certificate. Landlord certifies to Tenant that the following statements are true as of the date hereof:

(a) Tenant is the current tenant under the Lease (a full copy of which, including all amendments thereto, is annexed as Exhibit A), and the Lease is in full force and effect and contains the entire agreement between Landlord and Tenant with respect to the Property.

(b) No default exists under the Lease on the part of Tenant, and, to Landlord's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

The provisions of this Section 1 may be relied upon by Towers Finco.

2. Agreement with respect to the Lease.

(a) Landlord consents to the grant of the Towers Finco Mortgage or any future mortgage or other security instrument encumbering Tenant's interest in the Lease (each, as amended or modified from time to time, a "Leasehold Mortgage").

(b) Following a default under any loan secured by a Leasehold Mortgage, Landlord consents to (i) the foreclosure of any Leasehold Mortgage (or the assignment in lieu thereof) and the transfer of Tenant's leasehold interest under the Lease in connection therewith, whereupon the lender under the Leasehold Mortgage (the "Leasehold Lender") or the purchaser at

foreclosure shall succeed to the rights of the tenant under the Lease, and (ii) the transfer by the Leasehold Lender or the purchaser at foreclosure of the tenant's interest under the Lease, in either case without the consent of Landlord. Nothing in this Agreement shall be deemed to allow Leasehold Lender to foreclose upon the ownership of Landlord's fee simple interest.

(c) The Leasehold Lender shall have all of the rights of Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease.

(d) Landlord shall deliver to the Leasehold Lender (at the address specified on the signature page hereof, or at such other address as shall be designated in writing to Landlord) a copy of any default notice given by Landlord to Tenant under the Lease. No default notice from Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been so delivered to the Leasehold Lender.

(e) If Tenant defaults under the Lease, Landlord shall accept any cure thereof by the Leasehold Lender within thirty (30) days after Leasehold Lender's receipt of notice of such defaults. For non-monetary defaults, Landlord shall not terminate the Lease for so long as the Leasehold Lender is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Property, then Landlord agrees to give the Leasehold Lender a reasonable time to obtain possession of the Property and to cure such default.

(f) The Lease may not be surrendered, cancelled or amended without the prior written consent of the Leasehold Lender.

(g) If the Lease is terminated for any reason, Landlord will enter into a new lease with Leasehold Lender on the same terms as the Lease, if the Leasehold Lender pays all past due amounts under the Lease within 30 days of notice of such termination.

3. Notices. All notices shall be in writing and sent to Landlord and Tenant in accordance with the terms of the Lease. All notices sent to Towers Finco shall be in writing and sent by United States registered or certified mail, with return receipt requested, postage prepaid, or by reputable overnight courier service to Towers Finco at the following address (or at such other address as shall be given in writing by Towers Finco (or any other Leasehold Lender) to the other parties): Towers Finco LLC, c/o Fortress Investment Group LLC, 1251 Avenue of the Americas, New York, New York 10020, Attention: General Counsel.

4. Miscellaneous.

(a) If any term of this Agreement is inconsistent with any term of the Lease, this Agreement shall control.

(b) This Agreement shall be binding upon Landlord and Tenant and their respective successors and assigns and shall be for the benefit of Towers Finco, its successors and assigns, and any other Leasehold Lender.

(c) Except as expressly amended by this Agreement, all of the terms, covenants and conditions of the Lease remain unmodified and in full force and effect. This Agreement may not be amended or modified except by a written agreement executed by Landlord and the Leasehold

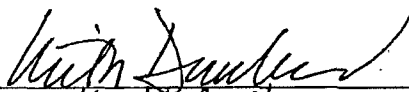
Lender. This Agreement may be executed in any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same agreement. All signatures need not be on the same counterpart.

(d) Landlord represents that (i) Landlord is the owner of the fee simple interest in the real property described on Exhibit A, (ii) Landlord has the necessary power and authority to execute and deliver this Agreement and has obtained any consents necessary to such execution and delivery, and (iii) the person signing on behalf of Landlord is so authorized to do so and no other Person's signature is required to bind Landlord.

IN WITNESS WHEREOF, the parties hereof have duly executed and delivered this Agreement as of the date first written above.

**TENANT:**

**PINNACLE TOWERS INC.,**  
a Delaware corporation

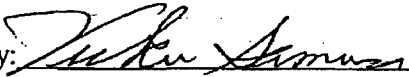
By:   
Name: Keith Drucker  
Title: Vice President

**[ADDITIONAL SIGNATURE PAGE FOLLOWS]**



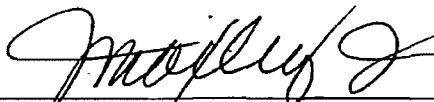
**LANDLORD:**

**COUNTY OF NASSAU**

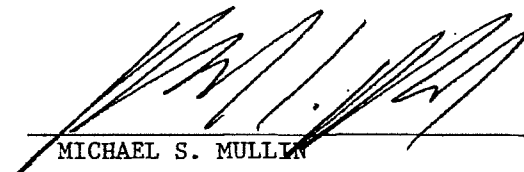
By:   
Name: Vickie Samus  
Title: Chairman, Board of County Commissioners

Address:  
County of Nassau  
Clerk of the Circuit Court  
191 Nassau Place  
Yulee, Florida 32097

**ATTEST:**

  
J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

**APPROVED AS TO FORM BY THE NASSAU COUNTY ATTORNEY:**

  
MICHAEL S. MULLIN

**EXHIBIT A**

**Lease and Legal Description**

1870  
0300-004  
Jacksonville (Amelia  
Island)

## OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("OPTION") is made this 30<sup>th</sup> day of JUNE, 1998, by and between Florida Water Services Corporation, a Florida corporation ("Optionor"), and TowerCom Florida, Limited Partnership, a Florida limited partnership ("Optionee").

### I. OPTION TO LEASE

1. **Grant of Option.** For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease a certain parcel of real property, located in Nassau County, Florida, more particularly described on **Exhibit "A"** attached hereto ("Leased Premises"), together with an easement for ingress, egress and utilities for the duration of the lease on the property which is also more particularly described on **Exhibit "A"** attached hereto ("Easement"). Optionor agrees and acknowledges the Optionee may, at Optionee's sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easement, and that the legal description of the Leased Premises and the Easement, as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easement.

2. **Option Initial Term.** The initial term of this Option shall be for six (6) months from the date this Option is executed by Optionee ("Option Initial Term").

3. **Consideration for Option.** Consideration for the Initial Term of the Option granted hereunder shall be Five Hundred and 00/100 Dollars (\$500.00) ("Option Consideration"). This payment by Optionee to Optionor shall be credited in full to the first year's rental payment due Optionor if this Option is exercised by Optionee.

4. **Extension of Option.** This option can be extended at the discretion of Optionee for one (1) additional period(s) of six (6) months each ("Option Renewal Term(s)") by Optionee paying to Optionor the additional consideration of Five Hundred and 00/100 (\$500.00) prior to the expiration of the then existing term of this Option. Any consideration paid by the Optionee to extend the term of this Option shall be credited in full to the first year's rental due Optionor if this Option is exercised by Optionee.

5. **Optionor's Representations and Warranties.** As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that as of the date of execution:

(a) Optionor has good and marketable title to the Leased Premises and the Easement free and clear of all liens and encumbrances, other than those liens and encumbrances shown on **Exhibit "B"** attached hereto;

(b) Optionor has the authority to enter into and be bound by the terms of this Option;

(c) There are no pending or threatened litigation, administrative actions, including bankruptcy or for matters insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise substantially and adversely affect TowerCom's Intended Use of the Leased Premises; and

(d) The Leased Premises is not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option and Optionor covenants that it shall not grant an option or enter into any contract which will substantially and adversely affect Optionee's Intended Use of the Leased Premises or the Easement until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option for a period of one (1) year from the exercise of the Option.

6. **Liquidated Damages.** In the event of a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

7. **Inspections and Investigations.** Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Leased Premises and the Easement at any time after the date of this Option to perform, or cause to be performed, test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Leased Premises and the Easement. Optionor shall provide Optionee with any necessary keys or access codes to the Leased Premises if needed for ingress and egress. Optionee shall not unreasonably interfere with Optionor's use of the Leased Premises or the Easement in conducting these activities. Optionee shall have the right, at its cost and expense, to have the Leased Premises surveyed and to obtain a title report or commitment for a leasehold title policy from title insurance company of its choice. Optionor shall remove any survey or title defects, including any liens or encumbrances shown by the title report or commitment, which will adversely affect Optionee's leasehold title or its ability to mortgage the leasehold interest. In the event Optionor shall fail to cure any such defects, Optionee, at its election, may declare this Option to be void and of no further effect in which there shall be no further liability on the part of Optionee to Optionor. Optionee shall indemnify and hold Optionor harmless from any and all claims, liabilities, obligations and expenses, including reasonable attorney's fees, incurred by Optionor as a result of any act or omission of Optionee, or its employees, agents or contractors arising from the inspection activities conducted by Optionee during the Option Period.

8. **Further Acts.** Optionor shall cooperate with Optionee in executing any documents reasonably necessary to protect Optionee's rights under this Option or Optionee's use Intended Use (as hereinafter defined) of the Leased Premises and the Easements and Optionee's construction of the Tower Facilities (as hereinafter defined) and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with

federal, state and local governments authorities which applications relate to Optionee's Intended Use of the Leased Premises including but not limited to land use and zoning applications.

## II. GROUND LEASE AGREEMENT

9. **Exercise of Option.** Upon the tender of written notice of Optionee's intent to exercise the Option, the terms of this Agreement applying to the lease of the Leased Premises and grant of the Easements shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall hereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date"). Notwithstanding anything herein to the contrary, the duties and benefits and terms and conditions of the option are separate and apart from those of the lease.

10. **Use.** The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of towers, antennas, buildings, and related facilities and activities ("Lessee's Intended Use"). Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approvals"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease.

11. **Initial Term.** The term of this Lease shall be five (5) years commencing on the Commencement Date, as that term is defined in paragraph 9, and terminating on the fifth (5th) anniversary of the Commencement Date ("Initial term"). The parties agree that a Memorandum in the form attached hereto as Exhibit "D", evidencing the Commencement Date and the Expiration Date of the initial term, shall be executed.

12. **Renewal Terms.** Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

13. **Rent.** Commencing on the first day of the calendar month following the Commencement Date, during the Initial Term and each Renewal Term of this Lease, Lessee shall pay to Lessor the amount of rent provided in Exhibit "C" ("Rent"). Rent shall be payable in advance on or before the fifteenth (15th) day of each calendar month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice of writing to Lessee. If the Commencement Date, or the date of termination (the "Termination Date"), of this Lease is other than the first (1st) day of a calendar month, rent shall be prorated.

In the event of termination for any reason, other than nonpayment of Rent, all Rent paid in advance of Termination Date for that period, after the Termination Date shall be refunded to Lessee.

14. **Lessor's Representation and Warranties.** Lessor represents and warrants to the best of its knowledge that Lessee's intended use of the Leased Premises as a site for the transmission and receipt of wireless communication signals; for the construction and maintenance of towers, antennas or buildings; and related facilities is not prohibited by any written covenants, restrictions, reciprocal easements, and servitudes. Lessor further represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Leased Premises which will interfere with or constructively prohibit Lessee's Intended Use of the Leased Premises except as may be disclosed in Exhibit B. Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

15. **Conditions Subsequent.** In the event that Lessee's Intended Use of the Leased Premises is actually or constructively prohibited through no fault of Lessee or the Leased Premises is, in Lessee's opinion, unacceptable to Lessee, then this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

16. **Interference.** Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use any portion of adjacent real property owned by Lessor in any way which interferes with the wireless communications operation of Lessee. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Notwithstanding the foregoing, Lessee acknowledges that Lessor maintains a telemetry system on adjacent lands of Lessor to monitor remote water and sewer installations. Lessee agrees that it shall not permit its sublessees or licensees to interfere with Lessor's telemetry system.

17. **Improvements Utilities: Access.**

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, towers, a structural tower base, radio transmitting and receiving antennas, communications equipment, an equipment cabinet or shelter and related facilities (collectively the "Tower Facilities"). The Tower Facilities to be constructed by Lessee are depicted on Exhibit "E" hereto. The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications

equipment or Easement rights. Lessor grants Lessee a non-exclusive temporary license in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities, subject to adequate notice and cooperation with Lessor's on-site personnel to avoid interference with Lessor's operation.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to place utilities on (or to bring utilities across or under) the Easement to service the Leased Premises and the Tower Facilities. In the event that electric and telephone utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service or to Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall, at all times during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists, over the Easement more particularly described in Exhibit "A" attached hereto. If not contained within the Memorandum of Lease Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no unreasonable interference is caused by Lessor, by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement. Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities over the Easement area described in Exhibit "A". Such access shall be provided twenty-four (24) hours per day, seven (7) days per week.

18. **Termination.** Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business; or

(c) If termination occurs (1) as a result of uncured default by TowerCom, (2) pursuant to paragraph 15, 21, 22, or 24 or (3) by virtue of expiration of the Lease, then Lessee is liable for removing its facilities and equipment (along with its sublessee's and licensee's facilities and equipment) from the leased premises and for restoring the leased premises to its

original condition, less ordinary wear and tear, or for reimbursing Lessor for the costs of such removal and restoration if Lessor demands removal and restoration by the Lessee and Lessee does not do so within ninety (90) days.

19. **Sublessee's Improvements.** Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower and to erect additional improvements on the Leased Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Leased Premises by said licensee(s) and sublessee(s), together with rights of ingress and egress to the Leased Premises and the right to install utilities on the Leased Premises as if said license or sublessee were the Lessee under this Lease. Notwithstanding the foregoing, it is agreed that all licensee(s) and sublessee(s) shall have no greater rights or privileges than Lessee under this Lease and must comply with all provisions of this Lease.

20. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Leased Premises. Lessee shall pay, as additional Rent, any increase in real property taxes levied against Leased Premises which are directly attributable to Lessee's use of the Leased Premises, and Lessor agrees to furnish proof of such increase to Lessee. In the event that Lessor fails to pay, when due, any taxes affecting the Leased Premises or the Easement, Lessee shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent.

21. **Destruction of Premises.** If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction, except as provided in paragraph 18 and as provided in paragraph 23, regarding indemnification, and Lessee shall be entitled to the reimbursement of any Rent prepaid by the Lessee. After Lessee has reimbursed Lessor for any costs for removal and restoration Lessor has incurred consistent with paragraph 18 and any indemnification liabilities.

22. **Condemnation.** If a condemning authority takes all of the Leased Premises, or a portion sufficient in Lessee's determination to render the Leased Premises, in the opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises, this Lease shall terminate as of the date the title vests in the condemning authority. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Leased Premises (which for Lessee shall include, where applicable, the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses). A sale of all or part of the Leased Premises to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this paragraph. But in no event shall Lessor be liable to Lessee for the compensation Lessee demands.



23. **Insurance.** Lessee shall purchase and maintain in full force and effect throughout the Initial Term and any Renewal Term such public liability and property damage policies as Lessee may deem necessary. Said policy of general liability insurance shall provide a combined single limit of \$1,000,000. Lessee agrees to indemnify and hold the Lessor harmless from and against any loss, damage, or injury, including costs and expenses of defending against such claims arising out of Lessee's use of the Leased Premises or caused by, or on behalf of, or through the fault of the Lessee. Lessor agrees to indemnify and hold the Lessee harmless from and against any loss, damage, or injury, including costs and expenses of defending against such claims, caused by, or on behalf of, or through the fault of the Lessor.

24. **Environmental Compliance.** Lessor warrants and represents that to the best of its knowledge the Leased Premises, the Easement and the improvements thereon are free of contaminants, oils, asbestos, PCB's, hazardous substances or wastes defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Material"). This Lease shall, at the option of Lessee, terminate, be void and of no further force of effect if Hazardous Materials are discovered to exist on the Leased Premises through no fault of Lessee, after Lessee takes possession of the Leased Premises, and Lessee shall be entitled to a refund of all the consideration given to Lessor under this Lease.

25. **Environmental Indemnities.**

(a) Lessor, its heirs, grantees, successors, and assigns shall indemnify, define, reimburse and hold harmless, Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Leased Premises or migrating to or from the Leased Premises, or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Leased Premises and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease, or which may occur at any time in the future through no fault of Lessee.

(b) Notwithstanding the obligation of Lessor to indemnify Lessee pursuant to this agreement, Lessor, shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Leased Premises which are required by any federal, state or local governmental agency, or political subdivision through a final administrative or court order that is not subject to further review or appeal, or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Leased Premises, which remediation is necessitated from the presence upon, about or beneath the Leased Premises of a Hazardous Material. Such actions shall include, but not limited to, the investigation of the environmental condition of the Leased Premises, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance or actions necessary to restore the Leased Premises to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Leased Premises, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

26. **Notices.** All notices, requests, demands and other communications hereunder shall

be in writing and shall be deemed given if personally delivered or mail, certified mailed, return receipt requested, to the following address:

If to Lessor, to:

Charles L. Sweat  
Vice President, Corporate Development  
Florida Water Services Corporation  
P. O. Box 609520  
Orlando, Florida 32860-9520  
Federal ID No.: 59-0948672

If to Lessee, to:

TowerCom Florida  
Attn: Sydney Gervin, III  
1600 Independent Square  
Jacksonville, FL 32202  
(904) 354-0668

27. **Title and Quiet Enjoyment.** Lessor warrants and represents that as of the date of this Lease Agreement (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Leased Premises and the Easement free and clear of any liens, encumbrances or mortgages, except as set forth on **Exhibit "B"** hereto; and (iii) the Leased Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the term of the Lease from all claims, demands, or interests made by persons claiming by or through Lessor. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage, including attorneys fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees, or agents to use any portion of any adjacent property owned or controlled by Lessor in any way which interferes with operations of Lessee. Such interference shall be deemed a material breach by Lessor, and Lessee shall have the right, in addition to any other rights that it may have in law or equity, to enjoin such interference or to terminate this Lease.

28. **Subordination and Non-Disturbance.** Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust that now or hereafter placed upon the Leased Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust, provided that the Lessee's possession of the Leased Premises will not be disturbed so long as the Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligations to perform its duties and obligations will not in any way be increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof, provided that, Lessee's

possession of the Leased Premises will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within thirty (30) business days after the Lessee's notice of its intent to exercise the Option, or within thirty (30) business days after the date of creation of any future mortgages, or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage or deed of trust to which this Lease is, or will become subordinate.

29. **Assignments and Subleases.** Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Tower Facilities, and may assign this Lease and the Tower Facilities to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee, and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. Lessee shall have the right, without Lessor's consent to sublease portions of the Tower Facilities to persons or entities for the installation and use of transmitting and receiving antennas, dishes, transmission lines, equipment shelters and related telecommunications equipment and facilities, or to assign its rights under this Lease to an affiliate of Lessee or in connection with the sale of substantially all the assets of Lessee. Any such sublease or assignment shall be subject to all terms and conditions of this Lease. Otherwise, Lessee may not assign or sublease this Lease without the consent of Lessor, which shall not be unreasonably withheld or delayed. Upon assignment of all of its rights pursuant to this Lease, and the execution of a written assumption of all of the terms and conditions of the Lease by the assignee and Lessor, Lessee shall be released from any further liability under this Lease. If a termination, disaffirmation or rejection of the Lease, pursuant to any laws (including any bankruptcy or insolvency laws), by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Leased Premises during a thirty (30) day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

30. **Successors and Assigns.** This Lease shall run with the Leased Premises described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

31. **Waiver of Lessor's Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

32. **Waiver of Incidental and Consequential Damages.** Neither Lessor nor Lessee will assert any claim whatsoever against the other party for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor or Lessee as a result of the construction, maintenance, operation or use of the Leased Premises or the Easement

by Lessee.

32. Lessee's Exclusivity. Lessor agrees not to lease any of Lessor's property within a radius of ten (10) miles from the Leased Premises for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

33. Removal of Personal Property. On or before the Termination Date, Lessee may, if no event of default has occurred and is subsisting, remove the Tower and all other personal property and improvements which Lessee has installed or otherwise located on the Leased Premises, provided, however, that Lessee shall promptly restore the Leased Premises to its condition immediately preceding the time the improvements were installed or otherwise located on the Leased Premises. If Lessee fails to remove all such personal property and improvements from the Leased Premises within sixty (60) days from the Termination Date, all such personal property and improvements shall become the sole property of Lessor.

34. [Intentionally deleted]

35. Certifications. Either party may request, in writing, that the other party certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the term; (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

36. Short Form. At the request of either party, Lessor and Lessee shall promptly execute duplicate originals in recordable form of an instrument that will constitute a short form memorandum of this Lease. The short form shall set forth a description of the Leased Premises, the term of this Lease and any other provision that either party may request, except for the rental provisions.

37. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein.

Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(d) If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Leased Premises, and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

(f) This Lease shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(h) Lessor or Lessee may file of record, in the property records in the county in which the Leased Premises and Easement(s) are located, a Memorandum of Lease which sets forth the names and addresses of Lessor and Lessee, the legal description of the Leased Premises and the Easement(s), the duration of the Initial Term and the quantity and duration of the Renewal Terms.

(i) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Leased Premises and the Easements, and to take such action as Lessee may reasonably require to effect the intent of this Lease. Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state or local governmental authorities which application relates to Lessee's intended use of the Leased Premises including, but not limited to, land use and zoning applications.

(j) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(k) Lessee warrants that the persons signing this Lease on its behalf have full power and authority to do so.

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

LESSOR:

WITNESS:

Florida Water Services Corporation,  
a Florida corporation,

Tony Isaacs  
TONY ISAACS  
Print Name  
Monica Smitherman  
Monica Smitherman  
Print Name

By: Charles L. Sweat  
VICE PRESIDENT  
Print Name/Title CHARLES L. SWEAT  
VICE PRESIDENT

LESSEE:

WITNESS:

TowerCom Florida Limited Partnership  
a Florida limited partnership

Deloris N. Pope  
DELORIS N. POPE  
Print Name  
Anne C. Adams  
ANNE C. ADAMS  
Print Name

By TowerCom Holdings<sup>II</sup> L.L.C.,  
Its General Partner

By: Sydney A. Gervin III  
Sydney A. Gervin III  
Vice President

K:\TOWER\FORMS\GRND-LSLEOF2

**LIST OF EXHIBITS**

<b>EXHIBIT</b>	<b>TITLE</b>
A.	Legal Description of Leased Premises and Easement
B.	Titles Exceptions
C.	Rent Schedule
D.	Memorandum of Lease
E.	Depiction of Tower Facilities

**EXHIBIT "A"**

**Legal Description of Leased Premises and Easement**



# DYNAN GROUP INC.

200 N.E. First Street, Gainesville, Florida 32601  
(352) 378-1511 Fax: (352) 378-1513



Civil Engineers And Land Surveyors

## LEGAL DESCRIPTION

### Lease Parcel

Commence at the intersection of the centerline of Julia Street, with Easterly right-of-way line of State Road No. 105 (A1A) a Two Hundred (200) foot right-of-way; thence North Two (2) degrees, Nineteen (19) minutes, Fifty (50) seconds East, along said Easterly right-of-way line Five Hundred Thirty-six and Twenty-nine Hundredths (536.29) feet to an intersection with the Southerly line of Section Fourteen (14), Township Two (2) North, Range Twenty-eight (28) East, Nassau County, Florida; thence North Eighty-eight (88) degrees, Twenty-one (21) minutes, Forty-nine (49) seconds East, along said Southerly line One Thousand Ninety-nine and Three Hundredths (1099.03) feet; thence North One (1) degree, Thirty-eight (38) minutes, Eleven (11) seconds West, Two Hundred Nineteen and Fourteen Hundredths (219.14) feet to the point of beginning; thence continue North One (1) degree, Thirty-eight (38) minutes, Eleven (11) seconds West, One Hundred (100.00) feet; thence North Eighty-eight (88) degrees, Twenty-one (21) minutes, Forty-nine (49) seconds East, One Hundred (100.00) feet; thence South One (1) degree, Thirty-eight (38) minutes, Eleven (11) seconds East, One Hundred (100.00) feet; thence South Eighty-eight (88) degrees, Twenty-one (21) minutes, Forty-nine (49) seconds West, One Hundred (100.00) feet to the point of beginning.

Together with the following described easement for ingress/egress and utilities

Commence at the intersection of the centerline of Julia Street, with Easterly right-of-way line of State Road No. 105 (A1A) a Two Hundred (200) foot right-of-way; thence North Two (2) degrees, Nineteen (19) minutes, Fifty (50) seconds East, along said Easterly right-of-way line Five Hundred Thirty-six and Twenty-nine Hundredths (536.29) feet to an intersection with the Southerly line of said Section Fourteen (14); thence North Eighty-eight (88) degrees, Twenty-one (21) minutes, Forty-nine (49) seconds East, along said Southerly line One Thousand Ninety-nine and Three Hundredths (1099.03) feet; thence North One (1) degree, Thirty-eight (38) minutes, Eleven (11) seconds West, Three Hundred Nineteen and Fourteen Hundredths (319.14) feet to the point of beginning; thence South Eighty-eight (88) degrees, Twenty-one (21) minutes, Forty-nine (49) seconds West, Seventy-five (75.00) feet; thence North One (1) degree, Thirty-eight (38) minutes, Eleven (11) seconds West, Seventy-five (75.00) feet; thence North Eighty-eight (88) degrees, Twenty-one (21) minutes, Forty-nine (49) seconds East, Four Hundred Forty-three and Ninety-six Hundredths (443.96) feet to a point of intersection with the Westerly right-of-way line of Amelia Island Parkway and the arc of a circular curve concave to the northwest, said point bearing South Seventy-one (71) degrees,



Eighteen (18) minutes, sixteen (16) seconds East from the radius point of said curve; thence southwesterly along said westerly right-of-way line and along the arc of said curve having for its elements a radius of Seven Hundred Sixty (760.00) feet, and a central angle of Ten (10) degrees, Twenty-seven (27) minutes, Thirty-eight (38) seconds for One Hundred Thirty-eight and Seventy-six Hundredths (138.76) feet; thence South Eighty-eight (88) degrees, Twenty-one (21) minutes, Forty-nine (49) seconds West, Two Hundred Nine and Seventeen Hundredths (209.17) feet; thence North One (1) degree, Thirty-eight (38) minutes, Eleven (11) seconds West, Fifty (50.00) feet; thence South Eighty-eight (88) degrees, Twenty-one (21) minutes, Forty-nine (49) seconds West, One Hundred (100.00) feet to the point of beginning.

*S. S. [Signature]*  
6/1/98

**EXHIBIT "B"**

Titles Exceptions

Exhibit "B"

Reservations and conditions contained in that certain Deed recorded august 13, 1980 in Official Records Book 319, page 408, Public Records of Nassau County, Florida.

Class "A" Covenants recorded April 3, 1971 in Official Records Book 122, page 338 and Amendments recorded in Official Records Book 149, page 89, Official Records Book 153, page 204 and Office Records Book 174, Page 108, Public Records of Nassau County, Florida.

Declaration of Covenants and Restrictions recorded February 29, 1972 in Official Records Book 123 page 22 and Official Records Book 124, page 200 and Amendments recorded in Official Records Book 178, Page 249, Official Records Book 200, page 197, Official Records Book 223, page 699, Official Records Book 252, page 140, Official Records Book 293, page 596 and Official Records Book 391, page 37 Public Records of Nassau County. Florida.

Utility Easement recorded June 5, 1978 in Official Records Book 301, page 307 Public Records of Nassau County, Florida.

Access and Utilities Easement Agreement recorded March 17, 1997, in Official Records Book 787, page 939, Partial Release of Mortgage and of other documents of Nassau county, Florida.

Grant of Easement recorded June 5, 1978 in Official Records Book 266, page 475 and Amended in Official Records Book 319, page 672, and particularly re-recorded in Official Records Book 506, page 371, Public Records of Nassau County, Florida.

Utility Easement recorded in Official Records Book 359, page 522, and Public records of Nassau County, Florida.

Second supplemental indenture recorded in Official Records Book 789, page 775.

Third supplemental Indenture recorded in Official Records Book 794, page 1709.

UCC-1 Financing Statement recorded in Official Records Book 816, page 1072.

Partial Release recorded in Official Records Book 816, page 1080.

**EXHIBIT "C"**

Rent Schedule

Rent to be paid in advanced of each five (5) year term.

1st five (5) year term	\$ 50,000.00
2nd five (5) year term	\$ 60,500.00
3rd five (5) year term	\$ 66,550.00
4th five (5) year term	\$ 71,874.00
5th five (5) year term	\$ 75,467.00
6th five (5) year term	\$ 77,731.00

EXHIBIT "D"

MEMORANDUM OF GROUND LEASE

GRND-LSE.CLN

0300-004  
Amended

FIRST AMENDMENT TO  
OPTION AND GROUND LEASE AGREEMENT

This First Amendment is made as of November 12, 1998 between FLORIDA WATER SERVICES CORPORATION, a Florida corporation ("Lessor") and TOWERCOM FLORIDA, LIMITED PARTNERSHIP, a Florida limited partnership ("Lessee").

WITNESSETH:

A. Lessor and Lessee have entered into that Option and Ground Lease Agreement dated June 30, 1998 (the "Agreement") with reference to a certain parcel of real property located in Nassau County, State of Florida, as is more particularly described in the Agreement and identified therein as the Leased Premises. Lessor has also granted to Lessee an easement for ingress/egress and utilities, which is identified therein as the "Easement".

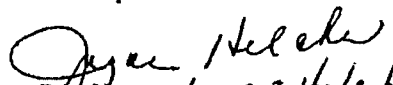
B. Lessor and Lessee have agreed to relocate the Leased Premises and the Easement and desire to amend this Lease to evidence the relocated Leased Premises and Easement.

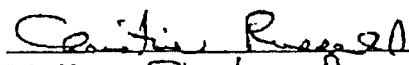
NOW THEREFORE, Lessor and Lessee agree as follows:

1. The Agreement is amended as follows:
  - (a) The legal description of Leased Premises and Easement (described as Exhibit "A") is deleted and the attached Exhibit "A" is inserted in its place.
  - (b) The Depiction of Tower Facilities (described as Exhibit "E") is deleted and the attached Exhibit "E" is inserted in its place.
2. The Commencement Date of the Lease is October 22, 1998.
3. Limitation. Except as amended herein, the Agreement has not been otherwise amended and remains in full force and effect.

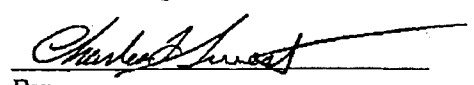
LESSOR:

Signed, sealed and delivered  
in our presence:

  
Print Name: Joyce Helcher

  
Print Name: Christine Russell

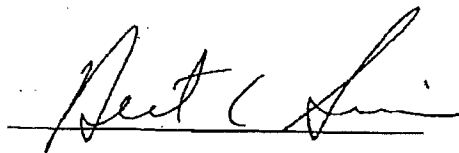
FLORIDA WATER SERVICES CORPORATION,  
a Florida corporation,



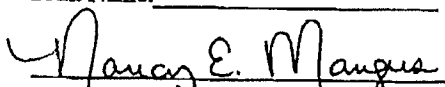
By:  
Print Name: Charles L. Sweat  
Title: as its Vice President  
Date: 11/12/98

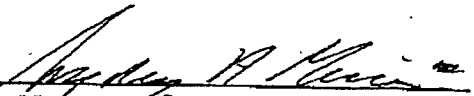
LESSEE:

TOWERCOM FLORIDA, LIMITED  
PARTNERSHIP, a Florida limited  
partnership,  
By Its General Partner,  
TowerCom Holdings, LLC



Print Name: BERT. C. SIMON

  
Print Name: Nancy E. Mangus

By:   
Print Name: Sydney A. Gerson II  
Title: Vice President  
Date: 11/11/98



## EXHIBIT "A"

### LEGAL DESCRIPTION

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF JULIA STREET, WITH EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A1A) A TWO HUNDRED (200) FOOT RIGHT-OF-WAY; THENCE NORTH TWO (2) DEGREES, NINETEEN (19) MINUTES, FIFTY (50) SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE FIVE HUNDRED THIRTY-SIX AND TWENTY-NINE HUNDREDTHS (538.29) FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SECTION FOURTEEN (14), TOWNSHIP TWO (2) NORTH, RANGE TWENTY-EIGHT (28) EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS EAST, ALONG SAID SOUTHERLY LINE SIX HUNDRED FIFTY-FOUR AND SEVENTY-THREE HUNDREDTHS (654.73) FEET; THENCE NORTH ONE (1) DEGREE, THIRTY-EIGHT (38) MINUTES, ELEVEN (11) SECONDS WEST, NINETY-FOUR AND SEVENTY-FOUR HUNDREDTHS (94.74) FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ONE (1) DEGREE, THIRTY-EIGHT (38) MINUTES, ELEVEN (11) SECONDS WEST, ONE HUNDRED (100.00) FEET; THENCE NORTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS EAST, ONE HUNDRED (100.00) FEET; THENCE SOUTH ONE (1) DEGREE, THIRTY-EIGHT (38) MINUTES, ELEVEN (11) SECONDS EAST, ONE HUNDRED (100.00) FEET; THENCE SOUTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS WEST, ONE HUNDRED (100.00) FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT FOR INGRESS/EGRESS AND UTILITIES:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF JULIA STREET, WITH EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A1A) A TWO HUNDRED (200) FOOT RIGHT-OF-WAY; THENCE NORTH TWO (2) DEGREES, NINETEEN (19) MINUTES, FIFTY (50) SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE SIX HUNDRED ELEVEN AND FORTY-SEVEN HUNDREDTHS (811.47) FEET TO THE POINT OF BEGINNING; THENCE NORTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS EAST, SIX HUNDRED FORTY-NINE AND FIFTY-THREE HUNDREDTHS (649.53) FEET; THENCE NORTH ONE (1) DEGREE, THIRTY-EIGHT (38) MINUTES, ELEVEN (11) SECONDS WEST, FORTY (40.00) FEET; THENCE SOUTH EIGHTY-ONE (81) DEGREES, THIRTY-SEVEN (37) MINUTES, FIFTEEN (15) SECONDS WEST, EIGHTY-FIVE AND SEVENTEEN HUNDREDTHS (85.17) FEET; THENCE SOUTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS WEST, FIVE HUNDRED SIXTY-TWO AND EIGHTY-SEVEN HUNDREDTHS (562.87) FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH TWO (2) DEGREES, NINETEEN (19) MINUTES, FIFTY (50) SECONDS WEST, THIRTY AND SEVEN HUNDREDTHS (30.07) FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A TWENTY (20.00) FOOT WIDE EASEMENT FOR UTILITIES LYING TWENTY (20.00) FEET RIGHT OF THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF JULIA STREET, WITH EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A1A) A TWO HUNDRED (200) FOOT RIGHT-OF-WAY; THENCE NORTH TWO (2) DEGREES, NINETEEN (19) MINUTES, FIFTY (50) SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE FIVE HUNDRED THIRTY-SIX AND TWENTY-NINE HUNDREDTHS (538.29) FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SECTION FOURTEEN (14), TOWNSHIP TWO (2) NORTH, RANGE TWENTY-EIGHT (28) EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS EAST, ALONG SAID SOUTHERLY LINE SIX HUNDRED FIFTY-FOUR AND SEVENTY-THREE HUNDREDTHS (654.73) FEET; THENCE NORTH ONE (1) DEGREE, THIRTY-EIGHT (38) MINUTES, ELEVEN (11) SECONDS WEST, ONE HUNDRED NINETY-FOUR AND SEVENTY-FOUR HUNDREDTHS (194.74) FEET TO THE POINT OF BEGINNING; THENCE NORTH THIRTY-TWO (32) DEGREES, TEN (10) MINUTES, SEVENTEEN (17) SECONDS WEST, NINETY-SEVEN AND SEVENTY-FOUR HUNDREDTHS (97.74) FEET; THENCE NORTH SEVENTEEN (17) DEGREES, TWENTY-ONE (21) MINUTES, ELEVEN (11) SECONDS EAST, NINETY-TWO AND SEVEN HUNDREDTHS (92.07) FEET TO THE POINT OF TERMINUS. THE SIDELINES OF SAID EASEMENT TO BE SHORTENED OR PROLONGED TO MEET AT ANGLE POINTS AND PROPERTY LINES.

### Depiction of Tower Facilities

[illegible]



SECOND AMENDMENT TO  
OPTION AND GROUND LEASE AGREEMENT

0300-004

Jacksonville

GL - 0226

This Second Amendment is made as of <sup>March</sup> ~~February~~ 11, 1999 between FLORIDA WATER SERVICES CORPORATION, a Florida corporation ("Lessor") and TOWERCOM FLORIDA, LIMITED PARTNERSHIP, a Florida limited partnership ("Lessee").

WITNESSETH:

A. Lessor and Lessee have entered into that Option and Ground Lease Agreement dated June 30, 1998, as amended by First Amendment to Option and Ground Lease Agreement dated November 12, 1998 (the "Agreement") with reference to a certain parcel of real property located in Nassau County, State of Florida, as is more particularly described in the Agreement and identified therein as the Leased Premises.

B. Lessor and Lessee desire to amend the Lease to correct a discrepancy between the provisions of paragraph 13 and Schedule C of the Lease.

NOW THEREFORE, Lessor and Lessee agree as follows:

1. Paragraph 13 of the Agreement is amended to read in its entirety as follows:

13. Rent. Commencing on the Commencement Date, and continuing on the first day of each Renewal Term of this Lease, Lessee shall pay to Lessor the amount of rent provided in Exhibit "C" ("Rent"). Rent shall be payable in advance for each five (5) year lease term in the amount set forth on Exhibit "C", and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice in writing to Lessee. If the Commencement Date, or the date of termination (the "Termination Date"), of this Lease is other than the first day of a calendar month rent shall be prorated. In the event of termination for any reason, other than the nonpayment of Rent, all Rent paid in advance for that period after the Termination Date, shall be refunded to Lessee.

2. Limitation. Except as amended herein, the Agreement has not been otherwise amended and remains in full force and effect.

LESSOR:

Signed, sealed and delivered  
in our presence:

FLORIDA WATER SERVICES CORPORATION,  
a Florida corporation,

Sarah Crockett  
Print Name: Sarah Crockett

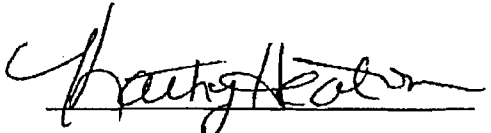
Matthew Feil  
Print Name: Matthew Feil

By: Charles L. Sweat  
Charles L. Sweat, Vice President

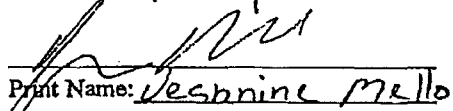
Date: 3/8/99

LESSEE:

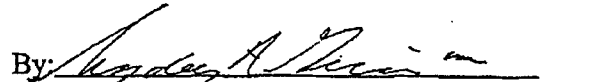
TOWERCOM FLORIDA, LIMITED  
PARTNERSHIP, a Florida limited  
partnership,  
By Its General Partner,  
TowerCom Holdings, LLC



Print Name: Kathy Heaton



Print Name: Desbaine Mello

By:   
Print Name: Stanley A. Green  
Title: Vice President

Date: 3/11/99

0300-004

FEB 23 1999

BK0869PG0142

OFFICIAL RECORDS

Prepared by and return to:  
Bert C. Simon, Esquire  
Gartner, Brock and Simon  
1660 Prudential Drive, Suite 203  
Jacksonville, Florida 32207

### MEMORANDUM OF LEASE

Memorandum of Lease made on November 17, 1998 by and between Florida Water Services Corporation, a Florida corporation, as Lessor, whose address is P. O. Box 609520, Orlando, Florida 32860-9520, and TowerCom Florida, Limited Partnership, a Florida limited partnership, as Lessee, whose address is One Independent Square, Suite 1600, Jacksonville, Florida 32202.

1. Lessor and Lessee are parties to a Ground Lease Agreement dated as of June 30, 1998 as amended by First Amendment to Option and Ground Lease Agreement, dated as of November 12, 1998 (together the "Lease Agreement"). The premises covered by the Lease Agreement are located in Nassau County, Florida, as more fully described in the legal description attached hereto as Exhibit "A".

2. The Lease Agreement provides for an initial term of five (5) years which commenced on October 22, 1998, and which will expire on October 22, 2003. The Lease also provides for five (5) additional five (5) year terms, which shall occur automatically unless Lessee delivers written notice of intent not to renew to Lessor at least thirty (30) days prior to the expiration of the initial term, or the renewal term then in effect. In the event of a termination of the Lease, Lessee agrees to execute with Lessor a recordable termination of this Memorandum of Lease. If Lessee fails to do so within thirty (30) days of Lessor's request, Lessor may record an affidavit certifying the termination of the Lease, to which shall be attached a copy of Lessee's notice of intent not to renew (if the Lease is terminated by expiration of a term of years).

3. Notice is hereby given to all third parties that the underlying fee simple interest of the Lessor shall not be subject to construction liens, liens for improvements, mortgages or security interests for the benefit of Lessee or Lessee's sublessee's or licensees; such liens shall only attach to Lessee's interest in the premises.

4. The Lease Agreement provides that during the term of the Lease Agreement no other tenant of Lessor shall be allowed to install or operate a communications facility, including a telecommunications transmission tower on the lands of Lessor more particularly described in Exhibit "B" hereto, or within a ten (10) mile radius of said lands, which competes directly or indirectly with Lessee.

BK0869260143

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease  
as of the \_\_\_\_ day of November, 1998.

LESSOR:

FLORIDA WATER SERVICES CORPORATION,  
a Florida corporation,

WITNESSES:

Charlie Russell  
Charlie Russell

Print Name:

Tony Isaac  
Tony Isaac

Print Name:

By: Charles L. Sweat

Print Name Charles L. Sweat

Title: Vice President - Corporate Development

LESSEE:

TOWERCOM FLORIDA, LIMITED

a Florida limited partnership

By its General Partner

TOWERCOM HOLDINGS, LLC

PARTNERSHIP

Print Name:

Print Name:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BK0869PG0144

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the \_\_\_\_ day of November, 1998.

LESSOR:

FLORIDA WATER SERVICES CORPORATION,  
a Florida corporation,

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

LESSEE:

TOWERCOMFLORIDA, LIMITED PARTNERSHIP  
a Florida limited partnership  
By its General Partner  
TOWERCOM HOLDINGS, LLC

Print Name: BERT C. SIMON

Print Name: Nancy E. Mangus

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Vice President

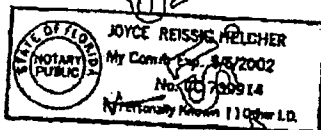


STATE OF FLORIDA  
COUNTY OF ORANGE

BK 0869PG0145

OFFICIAL RECORDS

The foregoing instrument was acknowledged before me this 17 day of November, 1998, by Charles L. Sweat the Vice President of Florida Water Services Corporation on behalf of said Corporation.. Personally known to me



*Joyce Reissig Helcher*

Notary Public, State and County  
aforesaid

Joyce Reissig Helcher

Print Name

My commission expires:

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_ day of November, 1998, by \_\_\_\_\_, the \_\_\_\_\_ of TowerCom Holdings, LLC, General Partner of TowerCom Florida, Limited Partnership, a Florida limited partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State and County

aforesaid

\_\_\_\_\_  
Print Name

My commission expires:

\_\_\_\_\_  
Personally known to me or \_\_\_\_\_ Produced Identification  
Type of Identification provided: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BK0869PG0146  
OFFICIAL RECORDS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November, 1998,  
by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_,  
on behalf of said \_\_\_\_\_.

Notary Public, State and County  
aforesaid

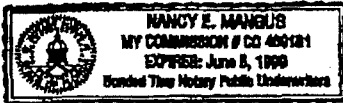
Print Name

My commission expires:

\_\_\_\_\_ Personally known to me or \_\_\_\_\_ Produced identification  
Type of Identification provided: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of November, 1998,  
by Sydney A. Gervin III the Vice President of TowerCom Holdings, LLC,  
General Partner of TowerCom Florida Limited Partnership, a Florida limited partnership, on behalf  
of said partnership.



Nancy E. Mangus  
Notary Public, State and County  
aforesaid

Nancy E. Mangus  
Print Name

My commission expires:

☒ Personally known to me or \_\_\_\_\_ Produced identification  
Type of Identification provided: \_\_\_\_\_

## EXHIBIT "A"

BK0869PG0147  
OFFICIAL RECORDSLEGAL DESCRIPTION

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF JULIA STREET, WITH EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A1A) A TWO HUNDRED (200) FOOT RIGHT-OF-WAY; THENCE NORTH TWO (2) DEGREES, NINETEEN (19) MINUTES, FIFTY (50) SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE FIVE HUNDRED THIRTY-SIX AND TWENTY-NINE HUNDREDTHS (538.29) FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SECTION FOURTEEN (14), TOWNSHIP TWO (2) NORTH, RANGE TWENTY-EIGHT (28) EAST, HASSAU COUNTY, FLORIDA; THENCE NORTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS EAST, ALONG SAID SOUTHERLY LINE SIX HUNDRED FIFTY-FOUR AND SEVENTY-THREE HUNDREDTHS (654.73) FEET; THENCE NORTH ONE (1) DEGREE, THIRTY-EIGHT (38) MINUTES, ELEVEN (11) SECONDS WEST, SEVENTY-FOUR AND SEVENTY-FOUR HUNDREDTHS (94.74) FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ONE (1) DEGREE, THIRTY-EIGHT (38) MINUTES, ELEVEN (11) SECONDS WEST, ONE HUNDRED (100.00) FEET; THENCE NORTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS EAST, ONE HUNDRED (100.00) FEET; THENCE SOUTH ONE (1) DEGREE, THIRTY-EIGHT (38) MINUTES, ELEVEN (11) SECONDS EAST, ONE HUNDRED (100.00) FEET; THENCE SOUTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS WEST, ONE HUNDRED (100.00) FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT FOR INGRESS/EGRESS AND UTILITIES:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF JULIA STREET, WITH EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A1A) A TWO HUNDRED (200) FOOT RIGHT-OF-WAY; THENCE NORTH TWO (2) DEGREES, NINETEEN (19) MINUTES, FIFTY (50) SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE SIX HUNDRED ELEVEN AND FORTY-SEVEN HUNDREDTHS (611.47) FEET TO THE POINT OF BEGINNING; THENCE NORTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS EAST, SIX HUNDRED FORTY-NINE AND FIFTY-THREE HUNDREDTHS (649.53) FEET; THENCE NORTH ONE (1) DEGREE, THIRTY-EIGHT (38) MINUTES, ELEVEN (11) SECONDS WEST, FORTY (40.00) FEET; THENCE SOUTH EIGHTY-ONE (81) DEGREES, THIRTY-SEVEN (37) MINUTES, FIFTEEN (15) SECONDS WEST, EIGHTY-FIVE AND SEVENTEEN HUNDREDTHS (85.17) FEET; THENCE SOUTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS WEST, FIVE HUNDRED SIXTY-TWO AND EIGHTY-SEVEN HUNDREDTHS (562.57) FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH TWO (2) DEGREES, NINETEEN (19) MINUTES, FIFTY (50) SECONDS WEST, THIRTY AND SEVEN HUNDREDTHS (30.07) FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A TWENTY (20.00) FOOT WIDE EASEMENT FOR UTILITIES LIVING TWENTY (20.00) FEET RIGHT OF THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF JULIA STREET, WITH EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A1A) A TWO HUNDRED (200) FOOT RIGHT-OF-WAY; THENCE NORTH TWO (2) DEGREES, NINETEEN (19) MINUTES, FIFTY (50) SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE FIVE HUNDRED THIRTY-SIX AND TWENTY-NINE HUNDREDTHS (538.29) FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SECTION FOURTEEN (14), TOWNSHIP TWO (2) NORTH, RANGE TWENTY-EIGHT (28) EAST, HASSAU COUNTY, FLORIDA; THENCE NORTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS EAST, ALONG SAID SOUTHERLY LINE SIX HUNDRED FIFTY-FOUR AND SEVENTY-THREE HUNDREDTHS (654.73) FEET; THENCE NORTH ONE (1) DEGREE, THIRTY-EIGHT (38) MINUTES, ELEVEN (11) SECONDS WEST, ONE HUNDRED NINETY-FOUR AND SEVENTY-FOUR HUNDREDTHS (194.74) FEET TO THE POINT OF BEGINNING; THENCE NORTH THIRTY-TWO (32) DEGREES, TEN (10) MINUTES, SEVENTEEN (17) SECONDS WEST, NINETY-SEVEN AND SEVENTY-FOUR HUNDREDTHS (97.74) FEET; THENCE NORTH SEVENTEEN (17) DEGREES, TWENTY-ONE (21) MINUTES, ELEVEN (11) SECONDS EAST, NINETY-TWO AND SEVEN HUNDREDTHS (92.07) FEET TO THE POINT OF BEGINNING. THE BOUNDARIES OF SAID EASEMENT TO BE SHORTENED OR PROLONGED TO MEET AT ANGLE POINTS AND PROPERTY LINES.

## EXHIBIT "B"

BK 0869 PG 0148

OFFICIAL RECORD

BOOK 0506 PAGE 9332

## PARCEL ONE (1) - Tract 38

OFFICIAL RECORD

A part of Tract One (1), MARSH CREEK VILLAGE, UNIT ONE (1), Plat Book 4, pages 13 and 14 of the public records of Nassau County, Florida, more particularly described as follows:

Commence at the Southeast corner of said Tract One (1), said Southeast corner lying on the Southwesterly right of way line of State Road No. 105, (A1A); thence North Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds West along said Southwesterly right of way line, Two Thousand Two Hundred Thirty-nine and Sixty-three Hundredths (2239.53) feet to the point of beginning; thence continue North Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds West along said Southwesterly right of way line, Five Hundred Eighty-three and Ninety-five Hundredths (585.95) feet to the Northeast corner of said Tract One (1); thence South Seventy (70) degrees, Twenty-six (26) minutes, Fifty (50) seconds West One Hundred Thirty-five (135.0) feet to the point of curve of a curve to the left, said curve having a radius of Twenty-five (25.0) feet thence along and around said curve an arc distance of Thirty-nine and Twenty-seven Hundredths (39.27) feet to the point of tangency of said curve; thence South Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds East, Ten and Ninety-six Hundredths (10.96) feet to the point of curve of a curve to the right, said curve having a radius of Two Hundred Fifty-five (255.0) feet; thence along and around said curve an arc distance of Fifty-seven and Seventy-one Hundredths (57.71) feet to the point of tangency of said curve; thence South Six (6) degrees, Thirty-five (35) minutes, Seven (07) seconds East, Fourteen (14) and Thirty-six Hundredths (14.36) feet to the point of curve of a curve to the left, said curve having a radius of One Hundred Twenty (120.0) feet; thence along and around said curve an arc distance of Sixty-two and Sixty-six Hundredths (62.66) feet to the point of tangency of said curve; thence South Thirty-six (36) degrees, Thirty (30) minutes, Zero (00) seconds East, Twenty-one and Thirty Hundredths (21.30) feet to the point of curve of a curve to the right, said curve having a radius of One Hundred Thirty (130.0) feet; thence along and around said curve an arc distance of Ninety-eight and Ten Hundredths (98.10) feet to the point of tangency of said curve; thence South Six (6) degrees, Forty-four (44) minutes, Zero (00) seconds West, Forty-four and Thirty-two Hundredths (44.32) feet to the point of curve of a curve to the left, said curve having a radius of Three Hundred Seventy (370.0) feet; thence along and around said curve an arc distance of Forty-four and Forty-four Hundredths (44.44) feet to the point of tangency of said curve; thence South Zero (00) degrees, Eight (08) minutes, Fifty-six (56) seconds East, Seventy and Eighty-three Hundredths (70.83) feet thence South Eighty-seven (87) degrees, Fifty (50) minutes, Fifty (50) seconds East, Twenty-five and Twenty-one Hundredths (25.21) feet; thence South Two (2) degrees, Twenty-seven (27) minutes, Forty-one (41) seconds East, One Hundred Thirty and Forty-six Hundredths (130.46) feet; thence North Eighty-two (82) degrees, Twenty-eight (28) minutes, Forty-eight (48) seconds East, One Hundred Fifty and Thirty-six Hundredths (150.36) feet; thence North Sixty-one (61) degrees, Fifty-one (51) minutes, Thirty-four (34) seconds East, Ninety-seven and Seventy-four Hundredths (97.74) feet to the point of beginning.

## PARCEL TWO (2) - South of Entrance


A part of Section Twenty-two (22), Township Two (2) North, Range Twenty-eight (28) East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersection of the Northeast corner of said Tract One (1) with the Southerly right of way line of Beach Lagoon Road, said Southerly right of way line being in a curve concave Southerly and having a radius of Seven Hundred Seventy (770.0) feet; thence along the arc of said curve and along said right of way line, an arc distance of Three Hundred Twenty-six and Sixty-two Hundredths (326.62) feet to the point of tangency of said curve; thence continue along said right of way, South Eighty-four (84) degrees, Thirty-three (33) minutes, Ten (10) seconds East, Eighty-eight and Twelve Hundredths (88.12) feet to the point of curve of a curve to the right, said curve having a radius of One Hundred Seventy (170.0) feet; thence along the arc of said curve and along said right of way line, an arc distance of Ninety and Fifty Hundredths (90.50) feet to the point of tangency of said curve; thence continue along said right of way line, South Fifty-four (54) degrees, Three (03) minutes, Ten (10) seconds East, One Hundred Forty-nine and Forty-seven Hundredths (149.47) feet to the point of curve of a curve to the left, also being the point of beginning, said curve having a radius of Two Hundred

BOOK 0506 PAGE 0353

**Tru**

A part of Section 1, Township One (1) North, Range Twenty-eight (28) East, and a part of Sections Twenty-two (22) and Twenty-three (23), Township Two (2) North, Range Twenty-eight (28) East, both in Nassau County, Florida, more particularly described as follows:



TRACT FOUR (4) of South Walker Village, consisting in part thereof removed in First Book 4, page 16 and 17 of the Manatee County, Florida public records.

A part of Section Fourteen (14), Township Two (2) North, Range Twenty-eight (28) East, Nassau County, Florida, more particularly described as follows:

8K0869PG0150

OFFICIAL RECORDS

OFFICIAL RECORD

BOOK 0506 PAGE 0394

THIRTY

Commence at the intersection of the centerline of Julia Street, with the Easterly right-of-way line of State Road No. 105 (A1A) a Two Hundred (200) foot right-of-way; thence North Two (2) degrees, Nineteen (19) minutes, Fifty (50) seconds East, along said Easterly right-of-way line Five Hundred Twenty-six and Twenty-nine Hundredths (526.29) feet to an intersection with the Southerly line of said Section Fourteen (14) and the Easterly line of said Section Fifteen (15); thence North Two (2) degrees, Nineteen (19) minutes, Fifty (50) seconds East, Six Hundred Seventy-three and Seventy-three Hundredths (673.73) feet to the Southerly line of Section Fourteen (14); thence North Eighty-seven (87) degrees, One (1) minute, Twenty-seven (27) seconds East, along the Southerly boundary and an Easterly prolongation of the Southerly boundary of Section Fourteen (14) and Four Hundred Eighty and Five Hundredths (480.05) feet to the Easterly right-of-way line of Amelia Island Parkway; thence South Five (5) degrees, Four (4) minutes, Sixteen (16) seconds West along said Easterly right-of-way line One Hundred Twenty-seven and Forty-nine Hundredths (127.49) feet to the point of curve of a curve to the right, said curve having a radius of Seven Hundred Sixty (760) feet; thence along said curve an arc distance of Three Hundred Seventy-four and Six Hundredths (374.06) feet to the point of tangency of said curve; thence continue along said Easterly right-of-way line South Thirty-three (33) degrees, Sixteen (16) minutes, Sixteen (16) seconds West, Two Hundred Six and Sixteen Hundredths (206.16) feet to the point of curve of a curve to the right, said curve having a radius of Six Hundred Fifty (650) feet; thence along and around said curve an arc distance of Sixty-nine and Seventy-one Hundredths (69.71) feet to the Southerly line of said Section Fourteen (14); thence South Eighty-eight (88) degrees, Twenty-two (22) minutes, Forty-nine (49) seconds West, One and Six Hundredths (1.06) feet to the Southerly line of said Section Fourteen (14) and Eighty-five Hundredths (85.05) feet to the point of beginning.

LESS AND EXCEPT that of Section Fourteen (14), Township Two (2) North, Range Twenty-eight (28) East, Nassau County, Florida, more particularly described as follows:

Commence at the intersection of the centerline of Julia Street with the Easterly right-of-way line of State Road No. 105 (A1A) a Two Hundred (200) foot right-of-way; thence North Two (2) degrees, Nineteen (19) minutes, Fifty (50) seconds East, along said Easterly right-of-way line One Hundred and One Hundred Nine and Fifty-nine Hundredths (101.59) feet thence North Eighty-seven (87) degrees, One (1) minute, Twenty-seven (27) seconds East, One Hundred and Forty-three Hundredths (104.43) feet to the point of beginning; thence North Eighty-seven (87) degrees, One (1) minute, Twenty-seven (27) seconds East, One Hundred (100) feet thence South Two (2) degrees, Nineteen (19) minutes, Fifty (50) seconds West, One Hundred Seventy (170) feet thence South Eighty-seven (87) degrees, One (1) minute, Twenty-seven (27) seconds West, One Hundred Fifty (150) feet thence North Two (2) degrees, Nineteen (19) minutes, Fifty (50) seconds East, One Hundred Seventy (170) feet to the point of beginning.

COPIED

9906750

99 FEB 23 PM 3:26

CLERK OF THE  
NASSAU COUNTY, FLORIDA

## SCANNING INSTRUCTION SHEET

Department R.E.  
Contact B. Bowers  
Acq. # 0300-004

Please scan this item in Pin Lease under heading: Recorded MOL

Site level or Customer level

Special Instructions:

\* Please specify if you would like your image at the site level or customer level.

JUL 7 1999

SK 0890PG0372

OFFICIAL RECORDS

Amelia

0300-004

Jacksonville

Prepared by and return to:  
Bert C. Simon, Esquire \*  
1660 Prudential Drive, Suite 203  
Jacksonville, Florida 32207

### ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

Pinnacle Florida, Limited Partnership, a Florida limited partnership, formerly known as TowerCom Florida, Limited Partnership, a Florida limited partnership, 1549 Ringling Boulevard, Third Floor, Sarasota, Florida 34236 ("Assignor") hereby assigns to Pinnacle Towers Inc., a Delaware corporation, 1549 Ringling Boulevard, Third Floor, Sarasota, Florida 34236 ("Assignee") all of its rights, title and interest in and to the Option and Ground Lease Agreement dated June 30, 1998, by and between Florida Water Services Corporation, a Florida corporation, as Optionor, and TowerCom Florida, Limited Partnership, a Florida limited partnership, as Optionee, as amended by that certain First Amendment to Option and Ground Lease Agreement dated November 12, 1998, as further amended by that certain Second Amendment to Option and Ground Lease Agreement dated March 11, 1999 (the "Ground Lease"), pertaining to the real property more particularly described on Exhibit A hereto, which is evidenced by a Memorandum of Lease dated November 17, 1998, and recorded at Official Records Book 0869, page 0142 of the records of Nassau County, Florida.

Pinnacle Towers Inc., a Delaware corporation, hereby assumes and agrees to perform, observe and keep all of the obligations of Assignor, as Optionee, pursuant to the terms of the Ground Lease, from and after the date hereof.

Assignee by acceptance and recordation of this instrument ratifies and confirms all actions taken by Assignor with reference to the above described property during its ownership thereof, and accepts title to said property as received from Assignor.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Ground Lease to be executed by their duly authorized officers or representatives as of the 23rd day of May, 1999.

WITNESSES:

PINNACLE FLORIDA, LIMITED  
PARTNERSHIP, a Florida limited partnership

By: Pinnacle Towers II Inc., a Delaware  
corporation, its general partner

Print Name: Ann E. Hoffmeyer

Print Name: THERESA HARTMAN

By: Debra A. Todd  
Name: Debra A. Todd  
Its: Assistant Secretary, Treasurer



3K0890160373

PINNACLE TOWERS INC. OFFICIAL RECORDS  
a Delaware corporation

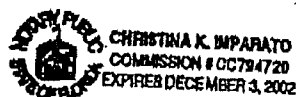
June E. Hartman  
Print Name: June E. Hartman

Theresa Hartman  
Print Name: Theresa Hartman

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: JAMES BOKISH  
ASSISTANT SECRETARY

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 25th day of May, 1999 by Decker Todd, the Asst. Secretary of Pinnacle Towers II Inc., a Delaware corporation, the general partner of Pinnacle Florida, Limited Partnership, a Florida limited partnership, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



Christina K. Imperato  
Notary Public, State of Florida  
Christina K. Imperato  
Print Name  
My Commission Expires: 12-03-02

STATE OF FLORIDA  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 25th day of May, 1999 by James Bokish, the Asst. Secretary of Pinnacle Towers Inc., a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



Christina K. Imperato  
Notary Public, State of Florida  
Christina K. Imperato  
Print Name  
My Commission Expires: 12-03-02

EXHIBIT "A" BK 0890 PG 0374

OFFICIAL RECORDS

LEGAL DESCRIPTION

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF JULIA STREET, WITH EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A1A) A TWO HUNDRED (200) FOOT RIGHT-OF-WAY, THENCE NORTH TWO (2) DEGREES, NINETEEN (19) MINUTES, FIFTY (50) SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE FIVE HUNDRED THIRTY-SIX AND TWENTY-NINE HUNDREDTHS (538.29) FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SECTION FOURTEEN (14), TOWNSHIP TWO (2) NORTH, RANGE TWENTY-EIGHT (28) EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS EAST, ALONG SAID SOUTHERLY LINE SIX HUNDRED FIFTY-FOUR AND SEVENTY-THREE HUNDREDTHS (654.73) FEET; THENCE NORTH ONE (1) DEGREE, THIRTY-EIGHT (38) MINUTES, ELEVEN (11) SECONDS WEST, NINETY-FOUR AND SEVENTY-FOUR HUNDREDTHS (94.74) FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ONE (1) DEGREE, THIRTY-EIGHT (38) MINUTES, ELEVEN (11) SECONDS WEST, ONE HUNDRED (100.00) FEET; THENCE NORTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS EAST, ONE HUNDRED (100.00) FEET; THENCE SOUTH ONE (1) DEGREE, THIRTY-EIGHT (38) MINUTES, ELEVEN (11) SECONDS EAST, ONE HUNDRED (100.00) FEET; THENCE SOUTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS WEST, ONE HUNDRED (100.00) FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT FOR INGRESS/EGRESS AND UTILITIES:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF JULIA STREET, WITH EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A1A) A TWO HUNDRED (200) FOOT RIGHT-OF-WAY, THENCE NORTH TWO (2) DEGREES, NINETEEN (19) MINUTES, FIFTY (50) SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE SIX HUNDRED ELEVEN AND FORTY-SEVEN HUNDREDTHS (611.47) FEET TO THE POINT OF BEGINNING; THENCE NORTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS EAST, SIX HUNDRED FORTY-NINE AND FIFTY-THREE HUNDREDTHS (649.63) FEET; THENCE NORTH ONE (1) DEGREE, THIRTY-EIGHT (38) MINUTES, ELEVEN (11) SECONDS WEST, FORTY (40.00) FEET; THENCE SOUTH EIGHTY-ONE (81) DEGREES, THIRTY-SEVEN (37) MINUTES, FIFTEEN (15) SECONDS WEST, EIGHTY-FIVE AND SEVENTEEN HUNDREDTHS (85.17) FEET; THENCE SOUTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS WEST, FIVE HUNDRED SIXTY-TWO AND EIGHTY-SEVEN HUNDREDTHS (562.87) FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH TWO (2) DEGREES, NINETEEN (19) MINUTES, FIFTY (50) SECONDS WEST, THIRTY AND SEVEN HUNDREDTHS (30.07) FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A TWENTY (20.00) FOOT WIDE EASEMENT FOR UTILITIES LYING TWENTY (20.00) FEET RIGHT OF THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF JULIA STREET, WITH EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A1A) A TWO HUNDRED (200) FOOT RIGHT-OF-WAY, THENCE NORTH TWO (2) DEGREES, NINETEEN (19) MINUTES, FIFTY (50) SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE FIVE HUNDRED THIRTY-SIX AND TWENTY-NINE HUNDREDTHS (538.29) FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SECTION FOURTEEN (14), TOWNSHIP TWO (2) NORTH, RANGE TWENTY-EIGHT (28) EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH EIGHTY-EIGHT (88) DEGREES, TWENTY-ONE (21) MINUTES, FORTY-NINE (49) SECONDS EAST, ALONG SAID SOUTHERLY LINE SIX HUNDRED FIFTY-FOUR AND SEVENTY-THREE HUNDREDTHS (654.73) FEET; THENCE NORTH ONE (1) DEGREE, THIRTY-EIGHT (38) MINUTES, ELEVEN (11) SECONDS WEST, ONE HUNDRED NINETY-FOUR AND SEVENTY-FOUR HUNDREDTHS (194.74) FEET TO THE POINT OF BEGINNING; THENCE NORTH THIRTY-TWO (32) DEGREES, TEN (10) MINUTES, SEVENTEEN (17) SECONDS WEST, NINETY-SEVEN AND SEVENTY-FOUR HUNDREDTHS (97.74) FEET; THENCE NORTH SEVENTEEN (17) DEGREES, TWENTY-ONE (21) MINUTES, ELEVEN (11) SECONDS EAST, NINETY-TWO AND SEVEN HUNDREDTHS (92.07) FEET TO THE POINT OF BEGINNING. THE SIDELINES OF SAID EASEMENT TO BE SHORTENED OR PROLONGED TO MEET AT ANGLE POINTS AND PROPERTY LINES.

9923457

99 JUL -7 PM 3:40

*[Signature]*  
CLERK OF COURTS  
NASSAU COUNTY, FLORIDA

JUL 7 1999

0300-004

BK0890 PG0367

## THIS INSTRUMENT PREPARED BY:

Robert W. Mouton, Esq.  
 Locke Liddell & Sapp LLP  
 601 Poydras Street, Suite 2400  
 New Orleans, Louisiana 70130  
 (504) 558-5113

INSTRUMENT PREPARED BY & RETURN TO:  
 SCOTT C. SIMON, Esquire  
 GARTNER, BROCK & SIMON \*  
 P. O. BOX 10697,  
 JACKSONVILLE, FL 32247-0697.

OFFICIAL RECORDS

## ESTOPPEL AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 8<sup>th</sup> day of March, 1999 by and between FLORIDA WATER SERVICES CORPORATION, a Florida corporation (hereinafter referred to as the "Lessor"), and PINNACLE TOWERS INC. ("Pinnacle"), a Delaware corporation whose address is Third Floor, 1549 Ringling Boulevard, Sarasota, Florida 34236.

A. Lessor is the landlord under a certain Option and Ground Lease Agreement (the "Lease"), dated June 30, 1998, between Florida Water Services Corporation, a Florida corporation, as Lessor ("Lessor"), and TowerCom Florida, Limited Partnership, as Lessee ("Lessee"), as amended by that certain First Amendment to Ground Lease dated Nov. 12, 1998, 1999, a memorandum of which was recorded in the Public Records of Nassau County at Official Records Book 0869, Page 0142, demising certain property located in Nassau County, Florida (the "Premises"), a copy of which lease is attached hereto and made a part hereof as Exhibit "A";

B. Pursuant to a Purchase and Sale Agreement, dated as of February 11, 1999, by and between Pinnacle and Lessee, Pinnacle intends to acquire Lessee's interest under the Lease from Lessee, thereby assuming the obligations of the Lessee thereunder and Pinnacle requests that Lessor consent to and acknowledge the acquisition by Pinnacle of Lessee's interest in the Lease and the subsequent financing of the Lessee's interest so acquired through NationsBank, N.A., as hereinafter set forth;

C. NationsBank, N.A. ("Lender"), whose address is NationsBank Plaza, 901 Main Street, 64th Floor, Dallas, Texas 75202, Attn: Gregory I. Meador, Vice President, has agreed to make a loan (the "Loan") to Pinnacle to be secured by a Mortgage (the "Mortgage") encumbering the leasehold estate created by the Lease; and

D. The terms of the Loan require that Lessor agree to notify Lender before putting Pinnacle as Lessee in default under the Lease, and to subordinate any liens arising under the Lease in all respects to the lien of the Mortgage.

NOW, THEREFORE, in consideration for the mutual covenants contained herein and other consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereby agree as follows:

1. Lessor hereby acknowledges that as sanctioned by the Lease, Lessee is in full and complete possession of the Premises and has commenced full occupancy and use of the Premises, such possession having been delivered by Lessor and having been accepted by Lessee. The primary lease term commenced on October 22, 1998. Lessor has received and acknowledges the description of

726-721

154925

(5)

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Premises as set forth in the survey obtained by Lessee pursuant to the Lease and as set forth in the First Amendment to Ground Lease.

2. Lessor hereby certifies to Pinnacle and Lender that the Lease is a valid lease, and is in full force and effect; that the copy of the Lease attached hereto represents the entire agreement between the parties thereto; that neither Lessee nor Lessor rely on any representation or agreements made by Lessee or Lessor not contained in the Lease; that there is no existing default on the part of the Lessor or Lessee in any of the terms and conditions thereof, and no event has occurred which, with the passing of time or giving of notice, or both, would constitute an event of default under the Lease, that the entire rent for the first five year term has been paid and no additional rent beyond that for the first five year term has been paid in connection with the Lease, except for the initial consideration as called for in the Lease and rental for the current term, and that the rent has been paid through and including the date hereof as called for in the Lease; and that the Lease has:

Not been otherwise amended, modified, supplemented, extended, removed or assigned.

3. To the extent set forth in the Lease, Lessor recognizes the right of Pinnacle to enter into tower leases with respect to the Premises and/or to the communications tower located on the Premises without the consent of Lessor.

4. Lessor consents to (i) the assignment of the Lease by Lessee to Pinnacle, and (ii) the granting by Pinnacle of a lien and security interest in Pinnacle's interest as Lessee under the Lease and all of Pinnacle's personal property and fixtures attached to the real property described therein, and furthermore consents to the exercise by Lender of its rights of foreclosure against Pinnacle with respect to its lien and security interest provided the Lease is followed. Upon assignment of the Lease by Lessee to Pinnacle, Lessor agrees to recognize Pinnacle as the Lessee thereunder. Following recording of the Mortgage, Lessor agrees to recognize Lender as the Lessee under the Lease upon any such exercise by Lender of its rights of foreclosure against Pinnacle, and provided that the Lease is not breached, Lessor agrees not to disturb Lender's possession and quiet enjoyment of the Premises in accordance with the Lease.

5. Lessor hereby agrees to give Lender written notice of any breach or default of the terms of the Lease, within fifteen (15) days after the occurrence thereof at such address as is specified on page one hereof or such other address as determined and notified in writing by Lender from time to time. In the event of any such breach or default under the terms of the Lease, Lender shall have the right, to the same extent, for the same period and with the same effect, as Pinnacle, plus an additional thirty (30) days after any applicable grace period to cure or correct any such default whether the same shall consist of the failure to pay rent or the failure to perform, and Lessor agrees to accept such payment or performance on the part of Lender as though the same had been made or performed by Pinnacle. Lessor agrees that it shall not exercise its right to terminate the Lease or any of its other rights under the Lease upon breach or default of the terms of the Lease without so affording Lender the foregoing notice and periods to cure any default or breach under the Lease.

6. Upon the reasonable request of Lender or Pinnacle, Lessor agrees to recertify the foregoing matters and agreements by executing an agreement reasonably similar to this Agreement.

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7. Lessor acknowledges that nothing contained herein shall be deemed or construed to obligate the Lender as Lessee to take any actions under the Lease or to perform or discharge any obligation, duty or liability of Pinnacle under the Lease except as may arise if Lender forecloses.

8. This Consent, Estoppel, Waiver and Attornment Agreement may be executed in any number of counterparts on separate dates, and all of which counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

**LESSOR:**

FLORIDA WATER SERVICES CORPORATION,  
a Florida corporation

BY 

Print Name: Charles L. Sweet

Title: VICE PRESIDENT OF CORP. DEVELOPMENT

**LESSEE:**

PINNACLE TOWERS INC.,  
a Delaware corporation

By.   
Name: JAMES BOKISH  
Title: ASSISTANT SECRETARY

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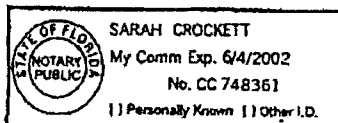
## ACKNOWLEDGEMENT

OFFICIAL RECORDS

STATE OF FLORIDA  
COUNTY OF ORANGE

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Charles Sweat, VP of Corporate Dev. of Florida Water Services Corporation, known to me and personally known to be the same person whose name is ascribed to the foregoing document, appeared before me this day, in person and acknowledged that he has executed the foregoing instrument for the uses and purposes set forth therein.

Given under my hand and official seal this 8<sup>th</sup> day of March, 1999.



Notary Public

My Commission expires: 6/4/2002

## ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF SARASOTA

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that James L. Bokish declared and acknowledged to me, Notary, that he/she is the Asst. Secretary for Pinnacle Towers Inc., a Delaware corporation, who acknowledged that he/she signed and delivered the foregoing agreement for and on behalf of said corporation on the date therein mentioned as the act and deed of said corporation, being first authorized so to do.

Given under my hand and official seal this 14 day of March, 1999.



Notary Public

My Commission expires: June 25, 2002

EXHIBIT "A"

BK0890PG0371

OFFICIAL RECORDS

[Intentionally Not Attached]

9923456

RECORDS OF NASSAU COUNTY  
RECEIVED

99 JUL -7 PM 3:40

*[Signature]*  
CLERK OF COURTS  
NASSAU COUNTY, FLORIDA



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
Ansley Acree  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

J. M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

January 5, 2004

Pinnacle Towers, Inc.  
301 North Cattlemen Road  
Sarasota, FL 34232

RE: Pinnacle No. 0300-034  
Vendor No. 111811  
Tower Name: Jacksonville (Amelia Island), FL

Dear Sir:

This will acknowledge receipt of your check in the amount of \$60,500 regarding the above referenced matter.

Please change your records to reflect that the Landlord named as follows:

Board of County Commissioners  
Nassau County  
Post Office Box 4000  
Fernandina Beach, FL 32035

Thank you for your assistance in this matter.

Sincerely yours,

J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

JMO:jb



PINNACLE TOWERS INC.  
301 North Callie Avenue Road  
Sarasota, FL 34232  
(941) 364-8888  
Fax: (941) 364-8761

**Landlord / Pinnacle Rent Analysis**

Pinnacle No. 0300-034  
PT Organization PTI  
Vendor No. 111811

Tower Name Jacksonville (Amelia Island), FL

Landlord: Nassau County Clerk of Courts  
GL Code: 1205-02-0300-004

Contract Terms: Flat fee to be paid in advance of each 5 year term.  
Escalation every 5 years.

Month	Rent Due	Rent Paid	Rent Outstanding	Balance
Oct-03	60,500.00	(60,500.00)	-	-
	60,500.00	(60,500.00)	-	-

federal, state and local governments authorities which applications relate to Optionee's Intended Use of the Leased Premises including but not limited to land use and zoning applications.

## II. GROUND LEASE AGREEMENT

9. Exercise of Option. Upon the tender of written notice of Optionee's intent to exercise the Option, the terms of this Agreement applying to the lease of the Leased Premises and grant of the Easements shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall hereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date"). Notwithstanding anything herein to the contrary, the duties and benefits and terms and conditions of the option are separate and apart from those of the lease.

10. Use. The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of towers, antennas, buildings, and related facilities and activities ("Lessee's Intended Use"). Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approvals"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease.

11. Initial Term. The term of this Lease shall be five (5) years commencing on the Commencement Date, as that term is defined in paragraph 9, and terminating on the fifth (5th) anniversary of the Commencement Date ("Initial term"). The parties agree that a Memorandum in the form attached hereto as Exhibit "D", evidencing the Commencement Date and the Expiration Date of the initial term, shall be executed. 10/22/98.

12. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notified Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

13. Rent. Commencing on the first day of the calendar month following the Commencement Date, during the Initial Term and each Renewal Term of this Lease, Lessee shall pay to Lessor the amount of rent provided in Exhibit "C" ("Rent"). Rent shall be payable in advance on or before the fifteenth (15th) day of each calendar month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice of writing to Lessee. If the Commencement Date, or the date of termination (the "Termination Date"), of this Lease is other than the first (1st) day of a calendar month, rent shall be prorated.

**Towers Finco LLC  
c/o Global Signal Inc.  
301 North Cattlemen Road, Suite 300  
Sarasota, Florida 34232**

As of February 5, 2004

**By Certified Mail— 7003 3110 0000 3511 3679  
Return Receipt Requested**

County of Nassau  
Clerk of the Circuit Court  
191 Nassau Place  
Yulee, FL 32097

Re: [Agreement Regarding Ground Lease dated November 30, 2003, between  
County of Nassau, as landlord, and Pinnacle Towers Inc., as tenant, as same may have been  
amended to date]

**PTI Primary Tower No.: 0300-004**

Ladies and Gentlemen:

This letter shall constitute notice given under the Ground Lease.

Please be advised that Towers Finco LLC, a Delaware limited liability company, has made a loan to Pinnacle Towers Inc. (the "Loan"). The Loan is secured, among other things, by a mortgage, deed of trust or security deed (collectively, the "Security Instrument") encumbering the tenant's interest under the Ground Lease. Immediately subsequent to granting of the Security Instrument, Towers Finco LLC sold, assigned and transferred the Loan to LaSalle Bank National Association, as Trustee for Global Signal Trust I ("LaSalle Bank"), including all of Towers Finco LLC's right, title and interest in, to and under the Security Instrument. As a result of such transactions, LaSalle Bank is the Leasehold Mortgagee (or other similar term used in the Ground Lease) under the Ground Lease entitled to the benefits, rights and privileges of a Leasehold Mortgagee (or other similar term used in the Ground Lease) thereunder. Midland Loan Services, Inc. is the servicer of the Existing Loan on behalf of LaSalle Bank.

If you need to send a notice under the Ground Lease, please send the original notice to Global Signal and a copy of such notice to LaSalle Bank at the following address:

As of February 5, 2004

Page 2

Midland Loan Services, Inc.  
10851 Mastin  
Overland Park, Kansas 66210  
Attn: CMBS—Global Signal Trust I, Series 2004-1  
Facsimile No.: (913) 253-9733

Please call Melissa Frisch, at (941) 308-5975, if you have any questions regarding the foregoing.

**TOWERS FINCO LLC**

By: Keith Drucker  
Name: Keith Drucker  
Title: Vice President

LaSalle Bank National Association  
135 S. LaSalle Street, Suite 1625  
Chicago, Illinois 60603  
Attention: Asset-Backed Securities Trust  
Services Group – Global Signal Trust I, Series 2004-1

Midland Loan Services, Inc.  
10851 Mastin  
Overland Park, Kansas 66210  
Attn: CMBS—Global Signal Trust I, Series 2004-1

Pinnacle Towers Inc.  
301 North Cattlemen Road, Suite 300  
Sarasota, Florida 34232  
Attn: Stephen W. Crawford, Esq.