

When Recorded Return to:
GoldenState Towers
125 Ryan Industrial Court
Suite 109
San Ramon, California 94583
Attn: Susan Lane
RE: WA-0178 Baker Heights



200303190151
Skagit County Auditor

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Assignment and Assumption of Ground Lease

FIRST AMERICAN TITLE CO.

66216-2

GRANTOR: SBA Properties INC

GRANTEE: The Maris Group LLC

TAX ACCT # P24761

APV. LEGAL PTN SE-SW 14-34-4

Prepared by and Return to:
J. Coleman Prewitt, Esquire
Seidman, Prewitt & DiBello, P.A.
5900 Broken Sound Parkway, NW
Suite 101
Boca Raton, FL 33487
561-226-9365

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made and entered into as of this 22nd day of January 2003 ("Transfer Date") by SBA PROPERTIES, INC., a Florida corporation, having an address at 5900 Broken Sound Parkway, NW, Boca Raton, Florida 33487, Attn.: Thomas P. Hunt, Senior Vice President and General Counsel, Fax Number (561) 997-0343 ("Assignor"), to THE ALARIS GROUP, LLC, a California limited liability company, having an address at 185 Berry Street, Suite 5300, San Francisco, CA 94107, Attn.: Amy Stanton, Fax Number (208) 978-6022 ("Assignee").

Preliminary Statement:

On the 7th day of September, 2001, Rose Ann Hilde, an individual ("Ground Lessor"), as lessor, and Assignor, as lessee, entered into that certain Option & Land Lease ("Ground Lease") for that certain parcel of real property ("Real Property") located in the County of Skagit, State of Washington, which Real Property is more particularly described in the Ground Lease on Exhibit "A" attached hereto.

Pursuant to that certain Letter Agreement dated as of September 30, 2002, by and between Assignor and Assignee ("Purchase Agreement"), Assignor has, among other things, agreed to assign all its right, title and interest in and to the Ground Lease to Assignee. All terms used but not defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. As of the Transfer Date, Assignor hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Lease to Assignee and its successors and assigns. Assignee, as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assignor's obligations under the Ground Lease which arise or relate to the period after the Transfer Date. Notwithstanding anything to the contrary, to the fullest extent permitted by law, the Ground Lease is being transferred in an "AS-IS" condition and "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Assignor, including without limitation, any implied warranties of habitability, merchantability or fitness for a particular purpose, all of which are hereby disclaimed by Assignor.

Big Lake North
WA7195-B

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UNOFFICIAL INSTRUMENT

ASSIGNEE:

THE ALARIS GROUP, LLC, a California limited liability company

By: *Amy Stanton*
Print Name: Amy Stanton
Title: principal

Print Name: _____

Print Name: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On JANUARY 16, 2003, before me, SUSAN DENSMORE Notary Public, personally appeared AMY STANTON personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in ~~his/her/their~~ authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: *Susan Densmore*
Notary Public



Big Lake North
WA7195-B


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EXHIBIT "A"

Ground Lease

UNOFFICIAL DOCUMENT



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OPTION & LAND LEASE

WA 7195-B

This Option and Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between Rose Ann Hilde, a married woman, having an address of 22508 Gunderson Road, Mount Vernon, Washington 98273, Federal Tax ID or Social Security Number, Rose: 532 58 5104 hereinafter referred to as "Lessor", and SBA Properties, Inc., a Florida corporation, having an office at One Town Center Road, Third Floor, Boca Raton, Florida 33486, hereinafter referred to as "Lessee."

1. The Option.

(a) For the sum of One Thousand Dollars (\$1,000.00) (the "Option Fee"), to be paid to Lessor by Lessee upon execution of this Lease and other good and valuable consideration, Lessor hereby grants to Lessee the exclusive and irrevocable option for one (1) year from the date hereof (the "Initial Option Period"), to lease the Leased Space (as defined below) on the terms and conditions set forth below (the "Option"). The Option may be extended for an additional one (1) year upon written notification to Lessor by Lessee accompanied by the payment of an additional One Thousand Dollars (\$1,000.00) (the "Additional Option Fee"), delivered to Lessor prior to the end of the Initial Option Period. The Initial Option Period, as it may be extended, is referred to herein as the "Option Period."

(b) In the event the Additional Option Fee is not made and/or written notice not delivered by the due date for the same, then the Option will terminate and this Lease will terminate and Lessor will be entitled to retain all previously paid sums as full payment for the Option granted hereunder. However, if Lessor accepts any Additional Option Fee, Rent and/or written notice after the due date for the same, then Lessee's failure to make timely payment of the additional fee will be deemed waived and this Lease will be reinstated. Upon Lessee's exercise of the Option, the Lease which follows will take effect.

(c) During the Option Period, Lessee shall have the right to enter the Owner's property to conduct tests and studies, at Lessee's expense, to determine the suitability of the Leased Space for Lessee's intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements.

(d) Lessee may exercise the Option by delivery of written notice to Lessor in accordance with the Notice Provisions specified herein. Upon Lessee's exercise of the Option, the Lease which follows will take effect.

2. **Leased Space and Premises.** Upon Lessee's exercise of the Option, Lessor shall lease, and hereby leases, to Lessee approximately 10,000 square feet of space as depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as 22508 Gunderson Road, Mount Vernon, Washington, County of Skagit, Property Parcel Number P24761, with the legal description set forth in Exhibit B attached hereto ("Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. The survey will automatically replace Exhibit A and be made a part hereof. The Leased Space legal and access and utility easement set forth in the survey will replace any parent parcel description set forth in Exhibit B as soon as it becomes available. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will

control. The Leased Space will be utilized to construct, support and operate a wireless communications facility, including a communications tower, antennas, cables, and related structures and improvements (the "Structures"), including the uses as permitted and described in Section 11 of this Lease and for any other purpose with the Lessor's prior written consent which shall not be unreasonably withheld or delayed.

3. **Term.** The initial term of this Lease will be five (5) years from the "Commencement Date" specified below (in no event shall this date be earlier than the date on which Lessee exercises the Option) and shall automatically renew for up to four (4) additional terms of five (5) years each unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding renewal term. The initial term and each successive renewal term shall be referred to herein as the "Term."

4. **Rent.** The rent for the first five (5) years of the Term will be Eight Hundred Fifty Dollars ~~per month~~ per month (the "Rent"), paid monthly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the Term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Term and the denominator of which is the total number of days in the full calendar month. Beginning with the sixth (6th) year of the Term and every fifth (5th) year thereafter, the then current monthly rental fee will be increased by twenty (20%) percent. Each such year shall commence on the corresponding anniversary of the Commencement Date.

A late charge of ten percent (10%) of the monthly rental payment shall be levied if said payment is received by Lessor later than the 10th day of the month in which it is due, unless such payment is postmarked on or before the 1st day of the month in which it is due, and shall be payable with the current months rent, which Lessee will pay to Lessor at the place as Lessor has indicated in paragraph 10 (Notices), or has otherwise designated to Lessee in writing.

5. **Ingress and Egress.** Lessor hereby grants to Lessee an easement (the "Easement") for ingress, egress and regress over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground telephone, telegraph, and power lines, in connection with its use of the Leased Space. Lessor and Lessee agree that Lessor shall review and approve the location of said Easement. Lessor shall have ten (10) days after receipt of survey to review and approve said Easement. After ten (10) days the location of said Easement shall be deemed approved, unless objection shall be made and transmitted in writing, facsimile, or by Email to Lessee within such ten (10) day period, to SBA, Inc. 16400 Southcenter Parkway, Suite 100, Seattle, WA 98188. Telephone (206) 248-6399, Facsimile (206) 248-6301. The term of this Easement will commence upon exercise of the Option and will continue until the ~~last to occur of (i) expiration of the Term, or (ii) removal by Lessee of all of its property from the Leased Space after expiration of the Term.~~ ^(C) The location and configuration of the Easement will be agreed upon by the parties within ten (10) business days after the latter of Lessee's exercise of the Option, or Lessee's approval of the survey. The Easement shall be included in any recorded Memorandum.

Site Name: Big Lake North
Site No.: NWSS65009-006
Site ID: WA07195-B
Cingular ID: WA-515-03



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Short Form of this Lease. In addition, at Lessee's request and expense, this Easement will be set forth in a separate Easement Agreement which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. In all events, the Easement and this Lease shall be binding upon all subsequent owners, successors and assigns

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the easement, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

6. Title and Quiet Possession. Lessor represents and covenants that Lessor owns the Leased Space in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

<u>Name of Lienholder</u>	<u>Type of Lien</u>
None	

Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space or use or occupancy thereof in accordance with the terms and conditions of the Lease. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee will have quiet and peaceful possession of the Leased Space throughout the Term.

7. Subordination, Non-disturbance and Attornment.

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space 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 holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way 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 Space 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 ten (10) business days after Lessee's notice of its intent to exercise the Option, or within ten (10) 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, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a lien on

and security interest in all assets and personal property of Lessee located on the Leased Space, including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Lessee (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. The Lenders may, in connection with any foreclosure or other similar action relating to the Personal Property, enter upon the Leased Space (or permit their representatives to do so on their behalf) in order to implement a foreclosure or other action without liability to Lessor provided, however, that (i) Rent is paid to Lessor during occupancy by or on behalf of the Lenders for any purpose, (ii) the Lenders pay for any damages caused by the Lenders or their representatives in removing the Personal Property from the Leased Space, and (iii) the Lenders otherwise comply with the terms of this Lease. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. To the extent required by the terms of this Lease, Lessor consents to any grant by Lessee to any Lenders of a lien on Lessee's leasehold interest in this Lease. In the event Lessor gives Lessee any notice of default or termination of this Lease (or commences any legal process relating thereto), Lessor will endeavor to simultaneously give a duplicate copy thereof to the Lenders but shall incur no liability due to Lessor's failure to give such notice and the failure to give such notice shall not limit Lessor's ability to exercise any remedies available to Lessor under this Lease. Lessor agrees to accept performance on the part of any of the Lenders or their agents or representatives as though performed by Lessee to cure any default or condition for termination. The terms of this paragraph may not be modified, amended or terminated except in writing signed by the Lenders. Lessor has been made aware that Lessee has entered, or may enter into a certain loan agreement and such lender shall be considered the Lender for purposes of this paragraph and is, together with its successors and assigns, intended third party beneficiaries hereof and any notices to any Lenders required or desired to be given hereunder shall be directed to such lender, or Lessee shall designate in writing or at such other address as such party shall specify.

8. Governmental Approvals and Compliance. During the Term, Lessee will make reasonable efforts to comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. Lessor agrees to fully cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space for a communication tower ("The Tower") site, including, but not limited to, zoning approvals/permits and building permits. Lessor agrees not to take any action that may adversely effect Lessee's ability to obtain all of the necessary permits required for construction of the site. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Tower and other structures on the Leased Space and will furnish copies of same to Lessor as same are issued.

9. Assignment and Subleasing. Lessee may sublet all or



part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all future performance liabilities and obligations under this Lease.

10. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

Rent payable to: Rose Hilde

To Lessor: Rose Hilde
22508 Gunderson Road
Mount Vernon, WA 98273
Phone # (360) 428-1713 AND

Elliott W. Johnson
711 S. First Street
Mount Vernon, WA 98273
Phone # (360) 336-6502

To Lessee: SBA Properties, Inc.
One Town Center Road
Third Floor
Boca Raton, Florida 33486
Attn: Site Administration
Phone # (561) 995-7670

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided.

11. Lessee Improvements. Lessee has the right, at its sole expense, to make the improvements on the Leased Space as it may deem necessary, including any improvements necessary for the construction and operation of One (1) forest green pre-painted one hundred eighty foot (180') Tower and the other Structures, subject to governmental approval. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. No lights, signal or signs shall be included on the Tower, unless required by the Federal Communication Commission (FCC), and other governmental law in accordance with Paragraph 8. Site location and development shall preserve the pre-existing character of the Leased Space as much as possible, as more fully depicted in Exhibit A, Current Sketch of the Leased Space. All Lessee's improvements, including but not limited to the Tower, prefabricated buildings, generators, fencing, and any other Structures will remain the property of Lessee. The Tower and Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no

control. Lessee and Lessor agree that it will be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to, foundations, footings, concrete, paving, gravel, vegetation and utilities, at grade.

12. Insurance. Lessee - Lessee, at all times during the term(s) of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000). On or before the commencement date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance covering the leased space and other properties by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

13. Operating Expense. Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the Term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space and all activities conducted thereon.

14. Taxes. Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space. However, Lessee will pay, as additional Rent, any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of the Leased Space, and Lessor agrees to furnish proof of the increase to Lessee.

15. Maintenance. Lessee will use best efforts to maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the premises surrounding the Leased Space in good condition and state of repair.

16. Hold Harmless. Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Lessor will be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to



any person or any property in or upon the Leased Space arising out of the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Except for willful misconduct, neither Lessor nor Lessee will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.

17. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures on the Leased Space or any such permit is revoked; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue; (xi) the Leased Space is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking); (xii) the use of the site will not sufficiently benefit Lessee economically or commercially; (xiii) if Lessee determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (xiv) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Lease for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Lease, and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor's breach.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee which default is not cured within sixty (60) days after Lessee's receipt of written notice of such default or Lessee's failure to pay rent when due, which failure is not cured within ten (10) days after Lessee's receipt of written notice of such failure.

No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within

said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

18. Exclusivity. During the Term, neither Lessor, nor its successors or its assigns, will use or suffer or permit another person, corporation, company, or other entity to use the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor, its successors or assigns, for the uses permitted herein or other uses similar thereto.

19. Binding on Successors. The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

20. Access to Leased Space/Premises. Lessee shall have at all times during the Term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

21. Governing Law. The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State in which the Leased Space is located.

22. Entire Lease. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

23. Survey and Testing. Lessee will have the right during the Term of this Lease (and the Option Period, if applicable) to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Tower and other Structures. If Lessee, prior to completion of the Structures determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Tower or other Structures, this Lease, upon written notice given to Lessor prior to completion of the Structures will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by the Lessee Improvements section above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

24. Oil, Gas and Mineral Rights. Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easement Area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease



covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

25. Hazardous Waste.

(a) The term Hazardous Materials will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recover Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 et seq. (42 U.S.C. '9601). The term Environmental Laws will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the Term of this Lease (collectively, a "Breach"), and if the Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of the Breach.

(c) In addition, Lessor agrees to indemnify, defend and hold harmless Lessee, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of

Hazardous Materials which existed on or arose during the Term of this Lease and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this Section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the Term of this Lease and any renewal periods thereof.

(f) Lessee shall not cause or permit any hazardous or toxic substance, material, or waste, including without limitation any oil, pollutant, contaminant, asbestos, or other hazardous substance, as such term or similar term is now or hereafter defined, used, or understood in or under any federal, state, local, or other governmental statute, rule ordinance, order, or regulation which relates in any way to the protection of the environment.

(g) Lessee agrees to indemnify, defend, and hold harmless Lessor, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, consultant's fees and expenses, court costs and all other out of pocket expenses, suffered or incurred by Lessor and its grantors as a result of any hazardous materials introduced on the Leased Space by Lessee.

This indemnity shall survive termination of this Lease.

26. Mechanic's and Landlord's Liens. Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space, and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing or hereafter arising Landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

27. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

28. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

29. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

30. Real Estate Broker. Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or



otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

31. Further Assurances. Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Tower or other Structures) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

32. Right to Register or Record. Lessee may request that Lessor execute a Memorandum of Option and Land Lease, Memorandum of Land Lease or Short Form of Lease for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space, once complete, to the Memorandum of Land Lease and record same in the public records.

33. Interpretation. Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

34. Condemnation. Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that Lessee may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi governmental authority or agency with the power of condemnation during the initial Option Period, Additional Option Period or Term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Tower, prefabricated buildings, generators, fencing and any other Structures and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the Initial Option Period, Additional Option Period or Term of this lease, Lessee shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or

transferred in lieu of condemnation, along with the value of all Lessee's improvements, including, but not limited to, the Tower, prefabricated buildings, generators, fencing and any other Structures and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit Lessee from making its own claims against any condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

35. Right of First Refusal. If at any time during the Term of this Lease, Lessor receives an irrevocable (except such offer may be conditional upon the non-exercise of this right of first refusal) bona fide written offer from a third person ("Offer") to sell, assign, convey or otherwise transfer its interest in the Leased Space and/or Premises, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming unconditionally obligated. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the Offer and exercise its right of First Refusal by notifying Lessor in writing. After thirty (30) days the Offer will be deemed rejected.

36. Date of Lease. The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his name.

COMMENCEMENT DATE: The date that Lessee exercises its Option.

(Intentionally left blank. Signatures on following page)



IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

LESSOR: Rose Ann Hilde, a married woman

LESSEE: SBA Properties, Inc., a Florida corporation

By: Rose Ann Hilde
Rose Ann Hilde

By: Alyssa Houlihan
Alyssa Houlihan

Title: Owner

Title: Director of Leasing

Date: 9/8/01

Date: 9/27/01

Witness: Anna Johnson Youngberg
Print Name: Anna Johnson Youngberg

Witness: Victoria Johnson Lana M. Waters
Print Name: Victoria Johnson Lana M. Waters

Witness: Victoria Johnson
Print Name: Victoria Johnson

Witness: Virginia Goran
Print Name: Virginia Goran

Notary Public:

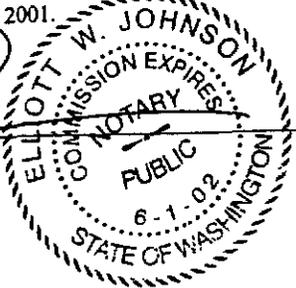
I do hereby certify that ROSE ANN HILDE, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary Public:

I do hereby certify that ALYSSA HOULIHAN, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness, my hand and seal this 8th day of September, 2001.

Witness, my hand and seal this 27th day of September, 2001.

[Signature]
Notary Signature


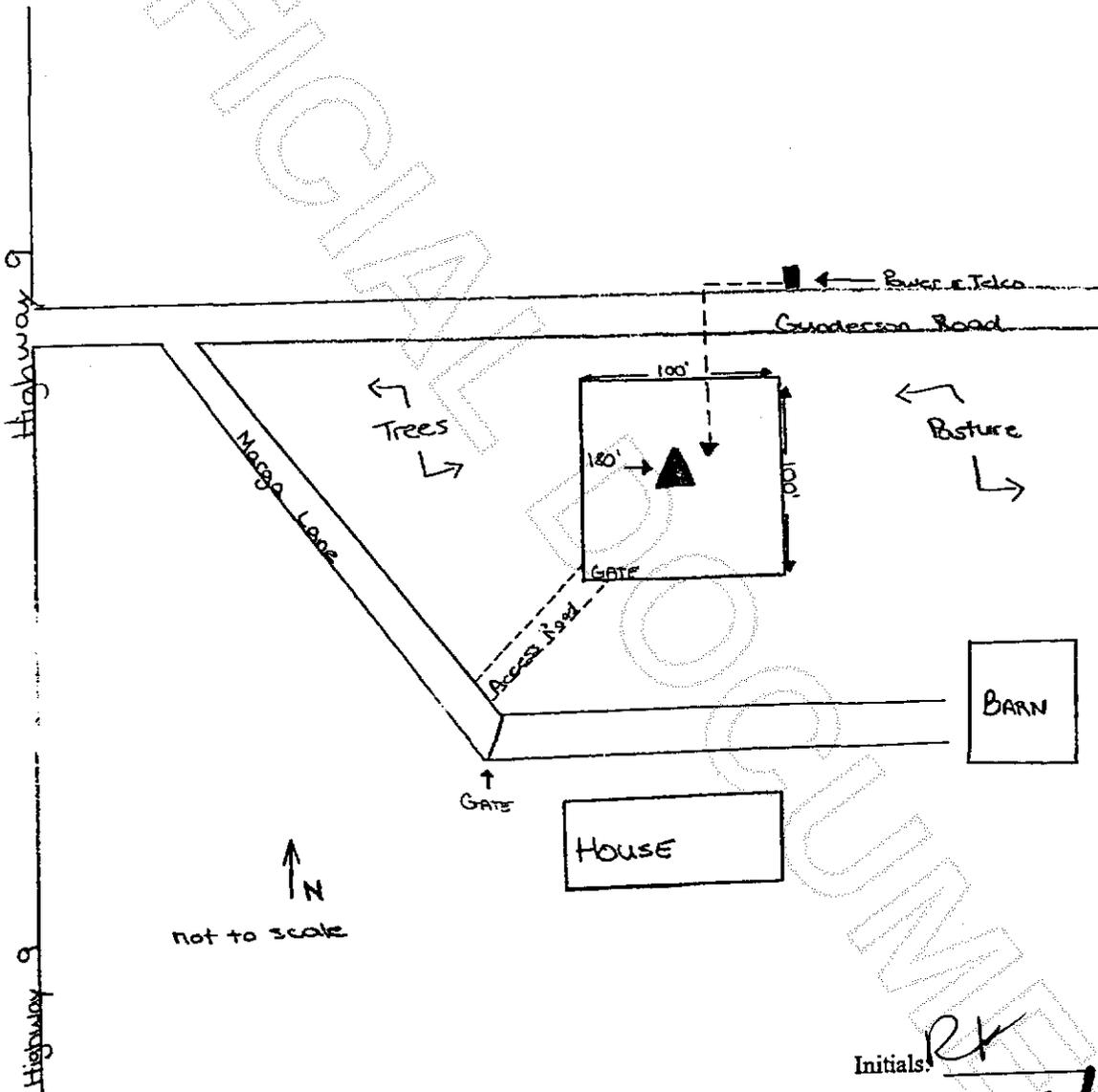
[Signature]
Notary Signature



EXHIBIT A

Current Sketch/Survey of the Leased Space within the Premises

(Lessor and Lessee agree that a leased area legal description and access and utility easement can be substituted as soon as it becomes available.)



Initials: PK
Initials: AK



200303190151
Skagit County Auditor

Site Name: Big Lake North
Site No.: NWSS65009-006
Site ID: WA07195-B
Cingular ID: WA-515-03

EXHIBIT B

**LEGAL DESCRIPTION
ATTACH LEGAL DESCRIPTION FROM DEED**

(Lessor and Lessee agree that a leased area legal description and access and utility easement can be substituted as soon as it becomes available.)

Parcel A: That portion of the South ½ of the South ½ of the Northeast ¼ of the Southwest ¼ lying east of the county road, and that portion of the North ½ of the North ½ of the Southeast ¼ of the Southwest ¼ lying east of the county road, EXCEPT that portion as conveyed to F. J. Young by deed dated June 27, 1922, and recorded October 10, 1922 in Volume 127 of Deeds, page 569, records of Skagit County, Washington. Together with the right of way as reserved in the aforesaid deed. All in Section 14, Township 34 North, Range 4 East, W.M.

Parcel B: The Northwest ¼ of the Northwest ¼ of the Southeast ¼ and the Southwest ¼ of the Northwest ¼ of the Southeast ¼ of Section 14, Township 34 North, Range 4 East, W.M., LESS road rights of way.

Initials:

Initials:



200303190151
Skagit County Auditor

**ACKNOWLEDGMENT AND CONSENT
TO OPTION AND LAND LEASE**

THE UNDERSIGNED, Douglas Hilde and Rose Ann Hilde, husband and wife, have executed this instrument, effective as of 8/8, 2001.

WITNESSETH:

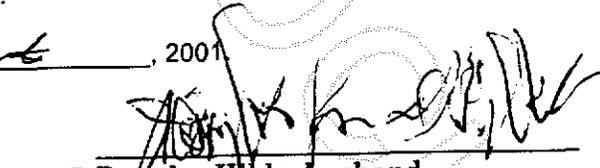
WHEREAS, the undersigned **DOUGLAS HILDE** is the husband of **ROSE ANN HILDE**, who is the owner of the property described as recorded on August 2, 2001, Recording number 200108020127 in the Skagit County Auditor's Office ("Property"); and

WHEREAS, **ROSE ANN HILDE** is the wife of **DOUGLAS HILDE** as LESSOR, has entered into an Option and Land Lease with SBA Properties, Inc., as LESSEE, dated 7-8, 2001, for the lease of a certain portion of the Property; and

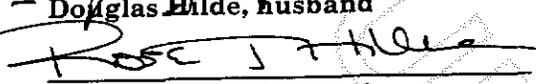
WHEREAS, the LESSEE requires clear title to its leasehold interest, and the benefits of the lease inure to both the undersigned, **DOUGLAS HILDE** and **ROSE ANN HILDE**, as husband and wife;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, the undersigned hereby acknowledges and consents to the aforesaid Option and Land Lease and agrees to be bound by its terms and provisions in the same manner as if the undersigned had originally executed such instrument as a LESSOR.

THIS 8th day of Septemb, 2001



Douglas Hilde, husband



Rose Ann Hilde, Lessor/Owner



200303190151

Skagit County Auditor

Site Name: Big Lake North
Site #: NWSS65009-006
Site ID: WA07195-B
Cingular ID: WA-515-03

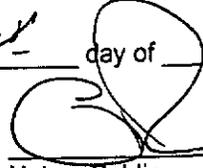
3/19/2003 Page 15 of 16 2:13PM

State of Washington

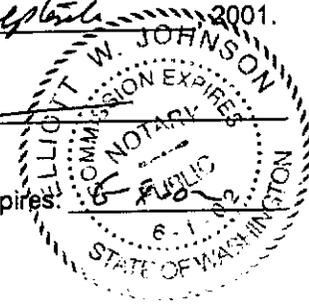
County of SKAGIT

Personally appeared before me, a Notary Public of the State and County aforesaid, **Douglas Hilde**, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of September, 2001.


Notary Public

My Commission expires: _____

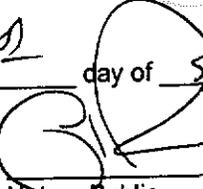


State of Washington

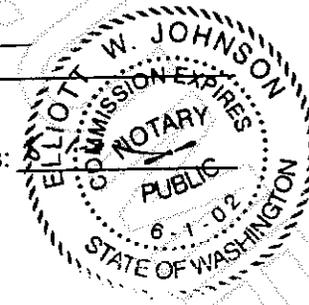
County of SKAGIT

Personally appeared before me, a Notary Public of the State and County aforesaid, **Rose Ann Hilde**, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of September, 2001.


Notary Public

My Commission expires: _____



Skagit County Auditor

Site Name: Big Lake North
Site #: NWSS65009-006
Site ID: WA07195-B
Cingular ID: WA-515-03