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*Glenn J. Dowling*  
REGISTER OF DEEDS

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Prepared by and Return to:

*Jacalyn L. Midarsky*  
Jacalyn L. Midarsky  
SBA Properties, Inc.  
One Town Center Road  
Third Floor  
Boca Raton, Florida 33486

### ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made and entered into as of this 1st day of June, 2000 ("Transfer Date") by SBA TOWERS, INC., a Florida corporation, having an address of One Town Center Road, 3<sup>rd</sup> Floor, Boca Raton, Florida 33486, ("Assignor/Grantor"), to SBA PROPERTIES, INC., having an address of One Town Center Road, 3<sup>rd</sup> Floor, Boca Raton, Florida 33486 ("Assignee/Grantee").

#### Preliminary Statement:

Assignor/Grantor is the owner of a leasehold estate more particularly described in Schedule A (the "Leasehold Interest") and the parcel(s) of real property more particularly described in Schedule B (the "Leased Land") respectively, attached hereto and made a part hereof.

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. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), arising out of or in any way related to the Ground Lease prior to the Transfer Date or which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

R+R 1 of 2  
SBA Properties  
Attn: Linda Smith  
4456 SE Tributary Lane  
Stuart, FL 34997

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2. ACCEPTANCE OF ASSIGNMENT. 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. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Ground Lease on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. ARBITRATION. Any controversy or claim between Assignor and Assignee with respect to the subject matter of this Assignment, including any controversy or claim arising out of an alleged tort, will be determined by binding arbitration in accordance with the Federal Arbitration Act (or if not applicable, the applicable state law) and the Rules of Practice and Procedure for the Arbitration of Commercial Disputes of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). Judgment upon any arbitration award may be entered into in any court having jurisdiction. Any party to this Assignment may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim under this Assignment in any court having jurisdiction over such action. The arbitration will be conducted in Palm Beach County, Florida and administered by JAMS, who will appoint the arbitrator. If JAMS is unable or legally precluded from administering the arbitration, then the American Arbitration Association will serve. All arbitration hearings will commence within 90 days of the demand for arbitration. Further, the arbitrator will only, upon a showing of cause, be permitted to extend the commencement of such hearing for up to an additional 60 days.

4. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration between Assignor and Assignee arising out of this Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys fees and costs.

5. BINDING EFFECT. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

6. GOVERNING LAW. This Assignment will be governed by and construed in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.

7. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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8. ASSIGNMENT OF OTHER AGREEMENTS. Assignee expressly acknowledges that this Assignment is subject to all existing subleases affecting the Leasehold Interest and the Leased Land, including, without limitation, existing antenna site agreements and other subleases executed prior to the Transfer Date.

As of the Transfer Date, Assignor hereby assigns, transfers and conveys over unto Assignee and its successors and assigns, all of its right, title, claim and interest in, to and under all antenna site agreements, leases, subleases, or other agreements, if any, existing as of the Transfer Date, relating to the use, occupancy or possession of the Leased Land (the "Existing Colocation Agreements").

By virtue of the foregoing assignment, commencing on the Transfer Date, Assignee shall receive all rents payable under the Existing Colocation Agreements.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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THIS ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

Witnesses:

ASSIGNOR:

SBA TOWERS, INC., a Florida corporation

Sonya G. Brown  
Print Name: Sonya G. Brown

By: Alyssa Houlihan  
Alyssa Houlihan  
Director of Leasing

Geoffrey Knudsen  
Print Name: GEOFFREY KNUDSEN

Witnesses:

ASSIGNEE:

SBA PROPERTIES, INC., a Florida corporation

Cathleen J. Cullen  
Print Name: CATHLEEN J. CULLEN

By: Theresa Nick Breskin  
Theresa Nick Breskin  
Vice President

Jacalyn M. Diarsly  
Print Name: JACALYN M. DIARSLY

2000-17039D

STATE OF FLORIDA )  
 ) ss  
COUNTY OF PALM BEACH )

On this 4 day of April, 2000, before me, duly commissioned, qualified and acting within and for the said county and state, appeared in person the within named ALYSSA HOULIHAN, to me personally well known, who stated that she is the Director of Leasing of SBA Towers, Inc. a Florida corporation, and that she is duly authorized in her respective capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that she has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 4 day of April, 2000.



Linda L. Smith  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

STATE OF FLORIDA )  
 ) ss  
COUNTY OF PALM BEACH )

On this 4 day of April, 2000, before me, duly commissioned, qualified and acting, within and for the said county and state, appeared in person the within named THERESA NICK BRESKIN, to me personally well known, who stated that she is the Vice President of SBA Properties, Inc. a Florida corporation, and that she is duly authorized in her respective capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that she has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 4 day of April, 2000.



Linda L. Smith  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

2000-17039E

**Schedule A**  
**Description of Leasehold Interest**

Option and Land Lease Agreement, dated August 25, 1997, by and between Karen Eveland, as lessor, and SBA, Inc., as lessee.

As evidenced by that certain Memorandum of Option and Land Lease, dated February 5, 1998, by and between Karen Eveland, as lessor, and SBA Towers, Inc., as lessee, and recorded with the Register of Deeds, Sarpy County, Nebraska, on February 11, 1998, as Document Number 98-003025.

As assigned and evidenced by that certain Assignment and Assumption of Ground Lease, dated as of August 16, 1999, by and between SBA, Inc., as assignor, and SBA Towers, Inc., as assignee, and sent to Sarpy County, Nebraska for recording.

As supplemented by a Lessor's Affidavit, dated September 1, 1999, by Karen Eveland, as lessor.

As further evidenced by that certain Memorandum of Land Lease, dated September 8, 1999, by and between Karen Eveland, as lessor, and SBA Towers, Inc., as lessee, and sent to the Register of Deeds, Sarpy County, Nebraska for recording.

Schedule B  
Description of the Leased Land

2000-17039F

LEASE SITE DESCRIPTION

A parcel of land being the southerly 60.00 feet of the northerly 70.00 feet of the easterly 50.00 feet of the westerly 60.00 feet of lot 20, Sarpy 84 Commercial Park, an Addition to the City of Papillion, Sarpy County, Nebraska.

Said parcel contains an area of 3000 square feet (0.069 acres), more or less.

NE0112S/PAPILLION NORTH, NE