

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000 002573

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Glenn J. Lawing
REGISTER OF DEEDS

Counter SS
Verify m
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Proof D
Fee \$ 21.00
Ck Cash Chg

SEC

This Instrument was prepared
by and after recording
should be returned to:
SBA Towers, Inc.
Attn.: Leasing
One Town Center Road, 3rd Fl.
Boca Raton, FL 33486
561-995-7670

RE: Memorandum Of Land Lease
Recorded: 1/13/00
Bk.: 2000-00945

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made and entered into as of this 16th day of August, 1999 ("Transfer Date") by SBA, Inc., a Florida corporation, having an address at One Town Center Road, 3rd Floor, Boca Raton, Florida 33486, Attn: Leasing, Fax (561) 995-7628 ("Assignor"), to SBA Towers, Inc., a Florida corporation, having an address of One Town Center Road, 3rd Floor, Boca Raton, Florida 33486, Attn.: Leasing, Fax Number (561) 995-7628, ("Assignee").

Preliminary Statement:

On the 3rd day of September, 1997, (LANDLORD), Karen Eveland, ("Ground Lessor"), as lessor, and Assignor, as lessee, entered into that certain Option and Land Lease Agreement ("Ground Lease") for that certain parcel of real property ("Real Property") located at Karen's Fireside Kitchen, Lot 19 & 20 of Sarpy 84 Commercial Park, in the City of Papillion, County of Sarpy, State of Nebraska, which Real Property is more particularly described on Exhibit "A" attached hereto.

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 (except with respect to Ground Lease obligations that accrue after the Transfer Date).

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,

SBA Site Name: Papillion North
SBA Site ID: NE0112-B
SALN: NE8552

098-1251

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SEC

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 (except with respect to Ground Lease obligations that accrue after the Transfer Date).

3. **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.

4. **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.

5. **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.

6. **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.

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

Witnesses:

Sign: Ada Ribard
Sign: Gesson Smith

ASSIGNOR:
SBA, Inc.
a Florida corporation

By: [Signature]
Name: Jason Silberstein
Title: Director of Property Management
Date: 8/16/99

Witnesses:

Sign: Ada Ribard
Sign: Gesson Smith

ASSIGNEE:
SBA Towers, Inc., a Florida corporation

By: [Signature]
Name: Lawrence M. Weisberg
Title: Director Site Admin/Corp. Counsel
Date: 8/16/99

SBA Site Name: Papillion North
SBA Site ID: NE0112-B
SALN: NE8552

SBA, INC.

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 16th day of August, 1999, by Jason Silberstein, Director of Property Management, as a representative of SBA Inc., a Florida corporation.

Mr. Silberstein is personally known to me

Kathleen M. Cannon
Notary Public



My Commission Expires: 3-24-2003

SBA TOWERS, INC.

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 16th day of August, 1999, by Lawrence M. Weisberg, Director of Site Administration/Corp. Counsel, as a representative of SBA Towers, Inc., a Florida corporation.

Mr. Weisberg is personally known to me.

Kathleen M. Cannon
Notary Public



My Commission Expires: 3-24-03

SBA Site Name: Papillion North
SBA Site ID: NE0112-B
SALN: NE8552

SEC

Legal Description of the Leased Premises #8552 - Papillion North

200-002573 C



SBA, Inc. 14700 American Road, Suite 100
Papillion, NE 68046
Phone: (402) 702-7900 Fax: (402) 702-



DISCLAIMER: INFORMATION
CONTAINED HEREIN IS
FOR INFORMATION ONLY
AND DOES NOT CONSTITUTE
AN OFFER OF ANY
FINANCIAL PRODUCT OR
SERVICE OF THE STATE OF
NEBRASKA.

DATE: 12/19/97

REVISIONS: A

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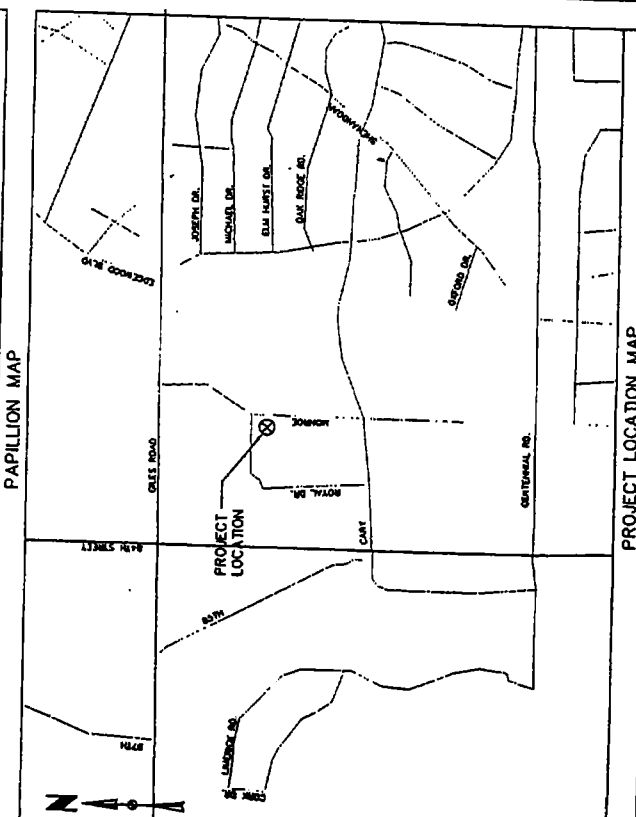
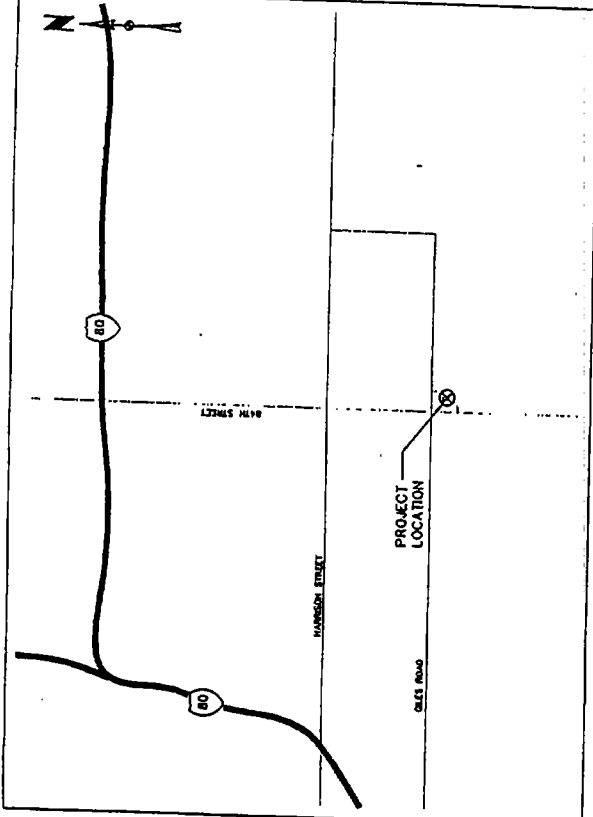
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I HEREBY CERTIFY TO THE FEDERAL AVIATION ADMINISTRATION (FAA), THAT THIS GROUND SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY IS IN ACCORDANCE WITH THE FAA REQUIREMENTS FOR 2-C REPORTING AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

PROPOSED TOWER (150 FEET AGL)*
GROUND ELEVATION 1284 FT AMSL
LATITUDE 41°10'25.6"N
LONGITUDE 96°02'27.6"W

* AS PROVIDED BY SBA

Michael R. Frecks
MICHAEL R. FRECKS
NEBRASKA REG. L. S. NO. 490
DATE 12/19/97



NOTE: THE HORIZONTAL DATUM (COORDINATES) ARE IN TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND ARE EXPRESSED AS DEGREES, MINUTES AND SECONDS, TO THE NEAREST TENTH OF A SECOND. THE VERTICAL DATUM (HEIGHTS) ARE IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE EXPRESSED TO THE NEAREST FOOT. HORIZONTAL ACCURACY TOLERANCE REQUIREMENT FOR 2-C SURVEYS IS ±50 FEET. VERTICAL ACCURACY TOLERANCE REQUIREMENT FOR 2-C SURVEYS IS ±20 FEET.

SC