

October 17, 2006



Alachua County
Attn: Lease Administrator
Alachua County Department of Fire Services
P.O. Box 548
Gainesville, FL 32602

Re: SBA Tenant ID #: FL09333-A-04; SBA Site Name: High Springs
Site Address: 1050 NE 34th Avenue
High Springs, FL 32643

Dear Lessee:

SBA Towers, Inc. is pleased to announce its recent acquisition of the communication tower in connection with the above-noted lease, which was previously owned by TowerCom East Coast, LLC. A Bill of Sale and Assignment and completed W-9 Form are enclosed for your records as proof of this transaction.

Please know that effective immediately, all rental payments related to this lease should be sent to the rental payment address noted below and should include SBA's invoice number and/or site id number on all rental payments being remitted, which will ensure that all payments are applied accurately and in a timely manner. All notices and correspondence related to this lease should be sent to the notices/correspondence address noted below and should include SBA's site id number and/or site name:

Rental Payments

SBA Towers, Inc.
P.O. Box 945752
Atlanta, GA 30394-5752
Re: FL09333-A-04

Notices/Correspondence

SBA Towers, Inc.
5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797
Re: FL09333-A-04
Attn: Site Administration

SBA requires that you complete and return the enclosed Equipment Inventory form so our records accurately reflect what equipment you currently have at this site. In addition, please ensure that you forward an original Certificate of Insurance, which names SBA Towers, Inc. as the certificate holder and additional insured. The Certificate of Insurance should also contain SBA's site id number and/or site name so our records will reflect that your company forwarded the Certificate in accordance with the lease.

In the event of a tower operation emergency or if assistance is required to access the site, please contact our Network Operations Center, which is open 24 hours a day, 7 days a week, at 888-950-7483. SBA's Regional Site Manager for this tower is Jim Stribling and he can be reached at (229) 226-2892. You can visit SBA's interactive web page at www.sbasite.com for additional company information.

If you have any questions regarding this transaction, please contact Pam D'Alo, Site Administration Specialist, at 561-226-9347.

Sincerely,

Mary Ann Mitchell
Site Administration Specialist

Enclosures

FL09333

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT ("Assignment") is made and entered into as of this 25th day of July, 2006 ("Transfer Date"), by TowerCom East Coast, LLC, a Florida limited liability company, ("Assignor"), to SBA TOWERS, INC., a Florida corporation ("Assignee").

Preliminary Statement:

Pursuant to that certain Purchase and Sale Agreement ("Purchase Agreement") dated as of May 31, 2006, by and between Assignor and SBA Towers, Inc., Assignor is selling to Assignee all of Assignor's interest in and to the Florida Property and improvements thereon, including but not limited to the Florida Towers. All capitalized terms not otherwise defined in this Assignment shall have the meaning ascribed thereto in the Purchase Agreement.

Assignor desires to convey and assign all of its right, title and interest in and to the Florida Intangible Personal Property, Florida Tangible Personal Property the Florida Tenant Leases and the Security Deposits (as defined below) to Assignee as of Transfer Date.

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. SALE OF PERSONAL PROPERTY. Assignor hereby conveys, sells, transfers and delivers to Assignee, and its successors and assigns, all Florida Tangible Personal Property and Florida Intangible Personal Property owned by Seller and used in connection with the Florida Property, including but not limited to the Florida Towers and any Florida Appurtenant Property to or Improvements located on the Florida Property to the extent deemed personalty (collectively, "Personal Property"), except those items of personal property listed on Exhibit "A" attached hereto and any Florida Intangible Personal Property or Florida Tangible Personal Property owned by any Tenant which are expressly excluded from the Personal Property.

2. ASSIGNMENT. As of the Transfer Date, Assignor hereby assigns and transfers to Assignee, and its successors and assigns, all of Assignor's right, title, claim and interest in, to and under (a) the Florida Tenant Leases with respect to the Florida Property (including those identified on the Rent Roll attached hereto as Exhibit "B"); (b) all security deposits under such Florida Tenant Leases (the "Security Deposits") (including those identified on the Rent Roll attached hereto as Exhibit "C"); (c) all rights to any unpaid rents or other payments under such Florida Tenant Leases; and (d) all guarantees and other assurances with respect to such Florida Tenant Leases (collectively, "Assigned Lease Interests").

3. ACCEPTANCE OF ASSIGNMENT. Assignee, as of the Transfer Date, hereby accepts the foregoing assignment and hereby fully assumes and agrees to be bound by, pay, perform and otherwise discharge all of the Assignor's obligations and liabilities under the Assigned Lease

Interests which arise or relate to the period after the Transfer Date, provided, however, Assignee only assumes the obligations with respect to the Security Deposits to the extent Assignee has received such Security Deposits from Assignor.

4. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Assignment occurred or shall occur in Palm Beach County, Florida. Any civil action or legal proceeding arising out of or relating to this Assignment shall be brought in the courts of record of the State of Florida in Palm Beach County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules. EACH OF THE PARTIES HERETO WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY

5. NO CONFLICT WITH PURCHASE AGREEMENT. This Assignment is an instrument of transfer contemplated by, is executed pursuant to, and is subject to the terms, conditions, representations, warranties and covenants set forth in the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, amend or modify any of the terms, conditions or provisions (including the representations and warranties) of the Purchase Agreement or any rights or obligations of the parties under the Purchase Agreement and, to the extent of any conflict between the Purchase Agreement and this Assignment, the terms and provisions of the Purchase Agreement shall prevail. Nothing contained in this Assignment will be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Purchase Agreement.

6. BINDING EFFECT. This Assignment will be binding upon, and will inure to the benefit of, the Assignor, Assignee and their respective successors and assigns.

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

8. 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.

9. FURTHER ACTION. The parties hereby agree that they shall duly execute and deliver all such instruments of sale, transfer, assignment and conveyance and all such notices, releases, acquaintances, certificates of title and other documents as may be necessary more fully to sell, transfer, assign and convey to and vest in Assignee the Assigned Lease Interests and the Personal Property.

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

Witnesses:

Loel Dycus
Print Name: Loel Dycus

Jennine Mello
Print Name: Jennine Mello

ASSIGNOR:

TOWERCOM EAST COAST, LLC

By: David Sheld
Name: David Sheld
Title: EO

ASSIGNEE:

SBA TOWERS, INC., a Florida corporation

Sharon L. Bues
Print Name: Sharon L. Bues

M. L. L. L.
Print Name: M. L. L. L.

By: Thomas P. Hunt
Thomas P. Hunt
Senior Vice President & General Counsel

EXHIBIT "A"

Items excluded from Personal Property

none

ANTENNA SITE LEASE AGREEMENT

AGREEMENT made this 28th day of May, 2002, between TowerCom East Coast, L.L.C., a Florida limited liability company ("Lessor"), and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners ("Lessee").

WITNESS:

- A. Lessor holds a leasehold interest in a certain parcel of property located at 1010 NE 34th Street, City of High Springs, County of Alachua, State of Florida, more specifically described in **Exhibit "A"**, attached hereto (the "Site").
- B. Lessor owns, operates and manages a communications tower erected on the Site (the "Tower").
- C. Lessee desires to obtain a license to install equipment on the Tower for use by Lessee for the purpose of a communications facility and to use certain designated space on the Site.

NOW THEREFORE the parties agree as follows:

1. **Leased Premises:** Lessor hereby leases to Lessee and Lessee leases from Lessor, space on the Tower at the antenna location shown on **Exhibit "B"** and ground space of the size and location as described in this paragraph and as shown on **Exhibit "B"** (collectively the "Leased Premises") to install and operate the equipment specifically described on **Schedule "B-1"**. Lessee shall use the Leased Premises exclusively for its communications operations as permitted by this Lease Agreement, including only those frequencies listed on **Schedule "B-1"**, and shall not maintain or permit any nuisance or unsafe conditions on the Site or the Tower. Lessor shall permit Lessee to pour a concrete pad, with the size not to exceed that necessary for its equipment building, generator, and above ground fuel tank. The location of Lessee's equipment facilities shall be as indicated on the Site shown on **Exhibit "B"**. Lessee's equipment facility shall be an unmanned facility.

2. **Term of Lease:** This Lease Agreement shall commence the earlier of (i) ninety (90) days from the date of this Lease Agreement, or (ii) the date Lessee commences installation on the Site and/or Tower (the "Commencement Date"), and shall expire fifteen (15) years from the Commencement Date (the "Initial Term"). The Initial Term, as it may be extended for the Renewal Terms is hereinafter referred to as the "Lease Term".

3. **Extension of Term:** Provided Lessee is not in default under this Lease Agreement, Lessee shall have the right to extend this Lease Agreement for up to two (2) successive periods of five (5) years each (a "Renewal Term") written notice to Lessor of its election to extend this Lease Agreement at any time during the one (1) year period prior to the expiration of the Initial Term or the first Renewal Term.

4. **Rent:** For the rights herein granted by Lessor to Lessee, in this Lease Agreement, Lessee shall pay as rent without set-off or deduction of any kind, due and payable in advance, \$216,710.00 in an upfront payment for the Initial Term, together with any applicable State, County or local sales or use taxes. Rent for Renewal Terms shall be in the amounts shown on **Exhibit "C"**, together with any applicable State, County or local sales or use taxes. Rent shall be paid to the remittance address listed in Paragraph 24, within five (5) business days after the Commencement Date. If the rent is not paid within the five (5) days period, Lessee shall pay Lessor a late charge equal to One Hundred dollars (\$100.00) for each day after the due date. At the expiration of the initial term or the expiration of a renewal term, should Lessee elect to renew in accordance with the lease, the Renewal Term Rent shall be as set on **Exhibit "C"**.

5. Installation of Lessee's Equipment: All installation, construction, removal, relocation or maintenance of Lessee's equipment shall be commenced only after Lessor has approved all plans and specifications in writing, which approval shall not be unreasonably withheld or delayed, and Lessee shall comply with all of Lessor's reasonable requirements. Only the equipment described on **Schedule "B-1"** may be installed, and Lessor shall not be obligated to approve any installation of additional equipment, which, when considered with all other equipment installed on the Tower will cause the permitted wind load for the Tower to be exceeded. All such work shall be performed by Lessee at its sole cost and expense in good and workmanlike manner, free from faults and defects, and in compliance with all legal requirements utilizing only first class materials and supplies. Lessee shall be solely responsible for construction means, methods, techniques, sequences and procedure, and for coordinating all activities related to the work, and such work shall not interfere with the uninterrupted use of the Tower or the Site by other lessees. If interference with other lessees is caused by Lessee's installation work and cannot be reduced to levels reasonably acceptable to Lessor, then Lessee shall immediately cease all installation work and operations of Lessee's equipment upon receipt of written notice from Lessor and not resume until Lessee has presented a written installation plan to Lessor and such written plan of Lessee is accepted in writing by Lessor.

6. Warranties.

- (a) Structural Warranty. Lessor warrants that the Tower structure shall be built with sufficient structural loading capacity to support Lessee's tower equipment as proposed on **Schedule "B-1"** herein.
- (b) Limitation. Other than the Structural Warranty in Paragraph 6(a) above, no other warranty or representation is made by Lessor with respect to the suitability of the Tower for Lessee's intended use and/or operation.

7. Lessor's Maintenance: Lessor shall make all necessary repairs and replacements at its expense, as well as alterations required by any governmental authority having jurisdiction over the Tower, unless the required repairs, replacements or alterations are solely required for the Lessee's communication equipment located on the Tower (or the Site), in which event Lessee shall make all necessary repairs, replacements and alterations as required at its expense.

8. Lessee's Maintenance: Lessee shall maintain its antenna and transmitting and other equipment in a good state of repair and operating condition, all in accordance with good engineering practices and applicable governmental rules and regulations. All maintenance work shall be performed in accordance with the requirements of Paragraph 5 above and Lessee shall use GRU and TriCo, or other qualified technicians who shall be subject to Lessor's prior written approval. If circumstances occur, or threaten to occur, from which Lessor may reasonably conclude that damage is likely to result to the property of Lessee, Lessor or the property of any other person, or that substantial threat to life will exist before agents of Lessee can be advised and respond, the Lessor, without notice to Lessee, may repair, maintain, de-energize, disconnect or dismantle any or all equipment and/or lines of Lessee and take any other action which in Lessor's reasonable discretion may appear necessary with respect to the property of Lessee, without any liability on the part of Lessor for any damage that such action may cause.

9. Access: Lessee and its agents shall have free access to the Tower, the Site and equipment building for the purpose of installing its equipment and for the purpose of maintenance and repair. Lessor shall have a right of access, at all reasonable times, for examination, inspection, emergency repair or replacement of any of Lessee's equipment as provided for in this Lease Agreement.

10. Interference: Prior to installation of its equipment, Lessee shall cause its engineers to verify by frequency search that its signal will not interfere with the radiating or receiving facilities of others already using the Tower at the time of Lessee's installation. Thereafter, Lessee will conduct its activities in accordance with sound electronic and engineering practices and will cooperate with other lessees so as to prevent interference. In the event interference is encountered, which is caused by Lessee's activities, then Lessee will, at its sole cost and expense, take all steps necessary to promptly correct and eliminate such interference. If the Lessee does not correct the condition

causing the interference within forty-eight (48) hours after receipt of notice from Lessor, then Lessor may turn off the electrical power to Lessee's equipment until the condition causing the interference is corrected, or until Lessee establishes to Lessor's satisfaction that Lessee's equipment is not the cause of the interference. If the interference cannot be eliminated within a reasonable period, Lessor may terminate this Lease Agreement on written notice to Lessee without further liability to Lessee, and Lessor shall have the right to disconnect and remove any equipment which is causing the interference. Upon determination by Lessor that any other lessee, whose equipment has been installed on the Tower subsequent to Lessee's installation, is causing interference with Lessee's radio frequency activities, Lessor will use its best efforts to cause the other Lessee to promptly correct the condition causing the interference. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter lessees, and/or rules and regulations of the Federal Communications Commission, or as defined in the provisions of the recommended practices of the Electronics Industries Association then in effect.

11. Utilities: Lessee shall be responsible for furnishing and paying for all electricity and other utilities required by Lessee for the operation of its equipment. Lessee, at its sole expense, shall pay for the cost of a separate electricity meter (Lessee shall not use Lessor's multi-meter bank).

12. Taxes: Lessee shall pay all taxes imposed upon, or assessed with respect to Lessee's equipment, and shall indemnify and hold Lessor harmless from any tax liability, interest or penalties arising out of Lessee's use of the Tower or Site. Lessee shall not be responsible for any real property taxes due with respect to the Site, or any personal property taxes with respect to the Tower, exclusive of Lessee's equipment.

13. Liens: Lessee shall not permit any mechanic's, materialman's or other liens to stand against the Site or the tower for any labor or material furnished to the Lessee in connection with work of any character performed on the Site or the Tower by or at the direction of Lessee. In the event that any notice of lien shall be filed or given, Lessee shall immediately cause the same to be released or discharged and shall indemnify and hold Lessor harmless from and against any losses, damages, costs, expenses, fees, penalties, attorney's fees and legal expenses suffered or incurred by Lessor by reason of the filing of such claim or lien.

14. Lessee's Liability: Lessee shall be liable for any damage to the Tower or to any equipment located on the Tower arising out of or in connection with Lessee's use or occupancy of the Tower and Site and caused by the negligence or willful or intentional misconduct of its agents or employees, all pursuant to Section 768.28, Florida Statutes, Chapter 28 of Alachua County Code. Lessee shall indemnify and hold Lessor harmless from and against any and all claims, demands and suits made or commenced by any party against Lessor for loss of life, personal injury, loss or damage to property, or other damage caused by the use of the Tower or Site by Lessee, its agents, employees or invitees.

15. Lessor's Liability: Lessor shall be liable for any damage to the Tower or to any equipment located on the Tower arising out of or in connection with the negligence or willful or intentional misconduct of its agents or employees. Lessor shall indemnify and hold Lessee harmless from and against any and all claims, demands and suits made or commenced by any party against Lessee for loss of life, personal injury, loss or damage to property, or other damage caused by the negligence or willful or intentional misconduct of Lessor, its agents, employees or invitees. In no event shall Lessor be liable for consequential damages or injury, including lost revenues resulting from Lessee's inability to operate radio frequency equipment under any circumstances.

16. Insurance: Without in any way limiting Lessee's obligation to indemnify Lessor as set forth in Paragraph 14 above, Lessee shall at all times during the term, at Lessee's sole expense, maintain Workers Compensation insurance, in accordance with the legal requirements of the State in which the Site is located, covering all workers or employees of Lessee, its contractors or subcontractors. Lessee shall maintain in full force and effect a comprehensive general liability insurance policy including premises/operations, completed operations, broad form property damage and bodily and personal injury, including death against claims caused by or occurring in conjunction with the operation of Lessee's business. Lessor shall be named as an additional insured on each policy and a certificate evidencing such coverage shall be issued by an insurance company qualified to do business in the State in which the Site is located, providing, in the aggregate, a minimum protection of not less than One Million Dollars (\$1,000,000) combined single limit. Each such certificate shall provide for not less than thirty (30) days prior written

notice to Lessor of any proposed cancellation. Notwithstanding the foregoing, Lessor acknowledges that Lessee is a self-insurer pursuant to Section 768.28, Florida Statutes, Chapter 28 of Alachua County Code, under a funded program of self-insurance. Lessee represents to Lessor that Lessee maintains with a third party insurance company excess liability insurance of \$5,000,000. Through endorsement, Lessee shall name Lessor as an additional insured during the term of this Lease Agreement, as renewed from time to time, and shall provide Lessor evidence of same as reasonably requested by Lessor.

Lessor shall have insurance in place in accordance with **Exhibit "D"** for the Site.

17. Damage or Destruction: If the Tower shall, with or without the fault of Lessor, by any cause, be totally or partially destroyed or damaged so as to prevent use by Lessee of its space on the Tower, or a temporary facility provided by Lessor, for a period in excess of one hundred eighty (180) days, Lessee may terminate this Lease Agreement on written notice to Lessor, and upon such termination neither party shall have any further liability to the other. Lessee shall have full risk of loss from any and all causes for all of its equipment located on the Tower or the equipment building, or on the Site.

Within thirty (30) days of the date of such damage or destruction, Lessor shall determine and notice Lessee of its determination to reconstruct the Tower or not. Furthermore, should Lessor determine that it will reconstruct the Tower, Lessor shall diligently pursue to completion the reconstruction of the Tower in an expeditious manner, subject to Lessor receiving any and all required governmental approvals.

Rent shall be abated for any period during which Lessee shall be unable to transmit or receive its signal because of the unavailability of the Tower or of a temporary facility provided by Lessor, and should Lessor determine that it will not reconstruct the Tower, any rents prepaid by Lessee shall be refunded on a prorata basis as of the date of such damage and destruction.

18. Eminent Domain: If the Tower, or equipment building, or any portion thereof in which Lessee's equipment is located, is taken by eminent domain, this Lease shall expire and the rent shall be apportioned to the date when the property is taken. Neither party shall be subject to any claims, actions or legal proceedings by the other party as a result of the taking by eminent domain.

19. Default: Should Lessee fail to pay, when due, rent or any other amounts due Lessor hereunder, or fail to cure any breach of any other provision of this Lease Agreement after thirty (30) days written notice and demand, Lessor may terminate this Lease Agreement immediately, without further notice, and require Lessee to remove or cause to be removed all of Lessee's equipment. Provided however, should Lessee fail to notify Lessor of its intention to renew this Agreement prior to the expiration of the initial term or any renewal thereof, then Lessor shall comply with the provisions of Paragraph 3(b) before exercising any remedies for Tenant holding over after the expiration of the Term. And, further provided however, where any such default cannot reasonably be cured within said period, Lessee shall not be deemed to be in default under this Lease Agreement if Lessee commences to cure such default within said period and thereafter diligently pursues cure to completion. Lessee shall, in such event, remain liable for any and all costs incurred for removal of Lessee's antenna, transmission lines and associated equipment from the Tower and for removal of associated structures from the Site. Lessor shall not be liable for any damage to such equipment during Lessee's removal. Lessor shall further be entitled to such other remedies as may be available pursuant to applicable law, including damages for failure by Lessee to perform the unexpired term of this Lease Agreement.

20. Surrender by Lessee: Upon expiration or termination of this Lease Agreement, Lessee, at its own cost and expense, shall completely remove or cause to be removed, all structures, including antenna and associated mounting brackets and transmission equipment, concrete foundations, fences and other associated structures, and restore the Tower and Site to their original condition, ordinary wear and tear excepted. If the time for removal causes Lessee to remain on the Site and Tower after the termination or expiration of this Lease Agreement, Lessee shall pay rent at the then existing monthly pro-rated basis, until such time as the removal of property and fixtures has been completed.

21. Assignment Lessee shall not assign or sublease this Lease Agreement or any interest therein, and shall not encumber, hypothecate or otherwise give as security, this Lease Agreement without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

22. Subordination: This Lease Agreement is subject to and subordinate at all times to the lien of existing and future mortgages on the Site, provided that the holder of such mortgage will not, for so long as Lessee shall not be in default under this Lease Agreement disturb the peaceful quiet enjoyment of the Lease by Lessee. No instrument shall be necessary to effectuate this subordination, but Lessee agrees to execute and deliver such further instruments subordinating this Lease Agreement to the lien of all such mortgages as may be requested from time to time. In the event the Site is currently encumbered by a mortgage, or similar instrument, Lessor shall use its best efforts to assist Lessee in obtaining a Non-Disturbance instrument in a form reasonably acceptable to Lessee.

23. Estoppels: Within twenty-two (22) days after written request, Lessee shall deliver to Lessor, or to any mortgagee or prospective purchaser of Lessor's interest, a certificate stating that: (i) Lessee has entered into occupancy of the Tower and Site in accordance with the provisions of this Lease Agreement; (ii) this Lease Agreement is in full force and effect; (iii) Lessor has performed the covenants, agreements or conditions required of Lessor, if such be the case (and if such not be the case, then Lessee shall list those covenants, agreements or conditions not so performed), and any other information reasonably requested by the Lessor or such mortgagee. Lessee agrees that the County Manager shall have authority to execute said Estoppel Certificates.

24. Notice: All notices hereunder must be in writing and shall be deemed valid, if sent by certified mail return receipt requested, or if sent by a nationally recognized courier providing proof of service, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice:

Notices and Remittances to Lessor:

TowerCom East Coast, L.L.C.
Attn: Real Estate Director
7411 Fullerton Street, Suite 200
Jacksonville, Florida 32256
(904) 880-8887 Office
(904) 880-8872 Fax

With Copy of Notices to:

TowerCom East Coast, L.L.C.
C/O TowerCom Management, L.L.C.
230 Peachtree Street, NW, Suite 1440
Atlanta, Georgia 30303
Attn: Carrie L. Kirk, COO

Lessee:

Will Gray May, Jr., Chief
Alachua County Department of Fire Services
P.O. Box 548
Gainesville, Florida 32602

With copy of Notices to:

J.K. "Buddy" Irby
Clerk of the Court
P. O. Box 939
Gainesville, Florida 32602
Attn: Finance and Accounting

25. Underlying Lease:

(a) Lessor leases the Site pursuant to a lease agreement entitled "Option and Ground Lease Agreement" from the landlord, Robert E. Summers and Linda H. Summers, as husband and wife ("Master Lessor"), dated October 28, 1999, as amended from time to time ("Underlying Lease"). This Antenna Site Lease Agreement entered into between Lessor and Lessee is a Sublease, and is subject to the terms of the Underlying Lease.

(b) As long as Lessee is not in default of this Antenna Site Lease Agreement, Lessor shall be obligated to perform all of Lessor's obligations under the Underlying Lease.

(c) If the Master Lessor declares Lessor to be in default of the Underlying Lease and Lessor fails to cure such default within the time frames set forth in the Underlying Lease, then Lessor shall provide written notice to Lessee within five (5) business days after the cure period of such default and Lessee shall have the option (but not the obligation) to cure such default on behalf of Lessor. If Lessee elects to cure said default and said default is cured to the satisfaction of the Master Lessor, all curative expenses incurred by Lessee shall be immediately reimbursed by Lessor.

26. Binding Agreement: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

27. Governing Law: This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Site is located.

28. Attorney's Fees and Costs: In connection with any enforcement action or litigation arising out of this Lease Agreement, the prevailing party, whether Lessor or Lessee shall be entitled to recover all costs incurred including reasonable attorney's fees and legal assistant fees for services rendered in connection therewith, including appellate proceedings and post judgment proceedings.

29. Entire Agreement: This Lease Agreement represents the entire understanding and agreement between the parties and no agreements or representations, unless incorporated into this Lease Agreement shall be binding on any of the parties.

30. Waiver: Failure or delay on the part of the parties hereto to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

31. Severability: Should any provision of this Lease Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

32. Memorandum: At the request of Lessee, Lessor agrees to execute a memorandum or short form of this Lease Agreement in recordable form, setting forth a description of the Site, and the term of this Lease Agreement for the purpose of giving public notice to third parties. Lessor agrees that Lessee may obtain title insurance on the leased premises. Lessor shall cooperate with Lessee's efforts to obtain such title insurance policy by executing documents or, at the reasonable ability of Lessor, obtaining requested documentation as reasonably required by the title insurance company.


33. Hazardous Substances: Lessor represents and warrants that it has not knowledge of any substance, chemical, or waste (collectively, "Substance") on the Site or the Ground Lessor's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Lessor nor Lessee shall introduce or use any Substance on the Site or Ground Lessor's Property in violation of any applicable law. Lessor and Lessee each indemnifies the other against and holds the other harmless from any and all liability, damage, loss, expense, cost, penalty and fee, including consultant's fees and attorney's fees, resulting from any breach of any representation, warranty or agreement contained in this Paragraph 33.

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

LESSOR:

TowerCom East Coast, L.L.C.,
a Florida limited liability company

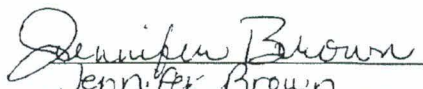
ATTEST:


Kathy Heaton

Print Name

By:


David H. Boeff, EVP – TowerCom East Coast, L.L.C.

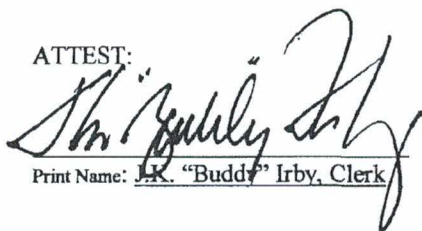

Jennifer Brown

Print Name

LESSEE:

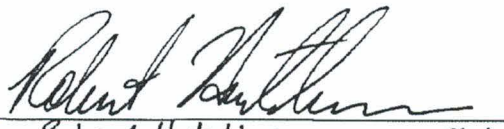
Alachua County, Florida

ATTEST:


Print Name: J.K. "Buddy" Irby, Clerk

Print Name: _____

By:


Robert Hutchinson, Chair
Board of County Commissioners

APPROVED AS TO FORM:



Robert L. Smith
Alachua County Attorney's Office

EXHIBIT "A"

Description of Property

A PARCEL OF LAND LYING IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 17 EAST (SAID CORNER BEING THE CENTERLINE INTERSECTION OF COUNTY ROAD NW 18 AND COUNTY ROAD NW 13); THENCE S01° 25' 19"E ALONG THE EAST LINE OF SAID SECTION 1 AND ALONG THE CENTERLINE OF SAID COUNTY ROAD NW 13 FOR 1745.26 FEET; THENCE N86° 24' 54"W FOR 40.03 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NW 13; THENCE CONTINUE N86° 24' 54"W FOR 760.60 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE N86° 24' 54"W FOR 554.00 FEET; THENCE S03° 35' 06"W FOR 631.97 FEET; THENCE S86° 24' 54"E FOR 554.00 FEET; THENCE N03° 35' 06"E FOR 631.97 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE, LYING, AND BEING IN ALACHUA COUNTY, FLORIDA, CONTAINING 8.04 ACRES MORE OR LESS.

TOGETHER WITH,

A PROPOSED 30.00 FOOT WIDE EASEMENT FOR INGRESS/EGRESS AND UTILITIES LYING 30.00 FEET NORTHERLY AND/OR WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 17 EAST (SAID CORNER BEING THE CENTERLINE INTERSECTION OF COUNTY ROAD NW 18 AND COUNTY ROAD NW 13); THENCE S01° 25' 19"E ALONG THE EAST LINE OF SAID SECTION 1 AND ALONG THE CENTERLINE OF SAID COUNTY ROAD NW 13 FOR 1529.71 FEET; THENCE N88° 49' 57"W FOR 40.00 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NW 13; THENCE S01° 25' 19"W ALONG SAID RIGHT-OF-WAY LINE FOR 30.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE N88° 49' 57"W FOR 286.38 FEET; THENCE S59° 06' 51"W FOR 145.68 FEET; THENCE S03° 35' 06"W FOR 89.20 FEET; THENCE N86° 24' 54"W FOR 342.76 FEET TO THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE CONTINUE N86° 24' 54"W FOR 50.00 FEET TO THE POINT TERMINUS. THE SIDELINES OF SAID EASEMENT TO SHORTENED AND/OR PROLONGED TO MEET AT ANGLE POINTS, BOUNDARY LINES, AND RIGHT-OF-WAY LINES.

Exhibit "B"

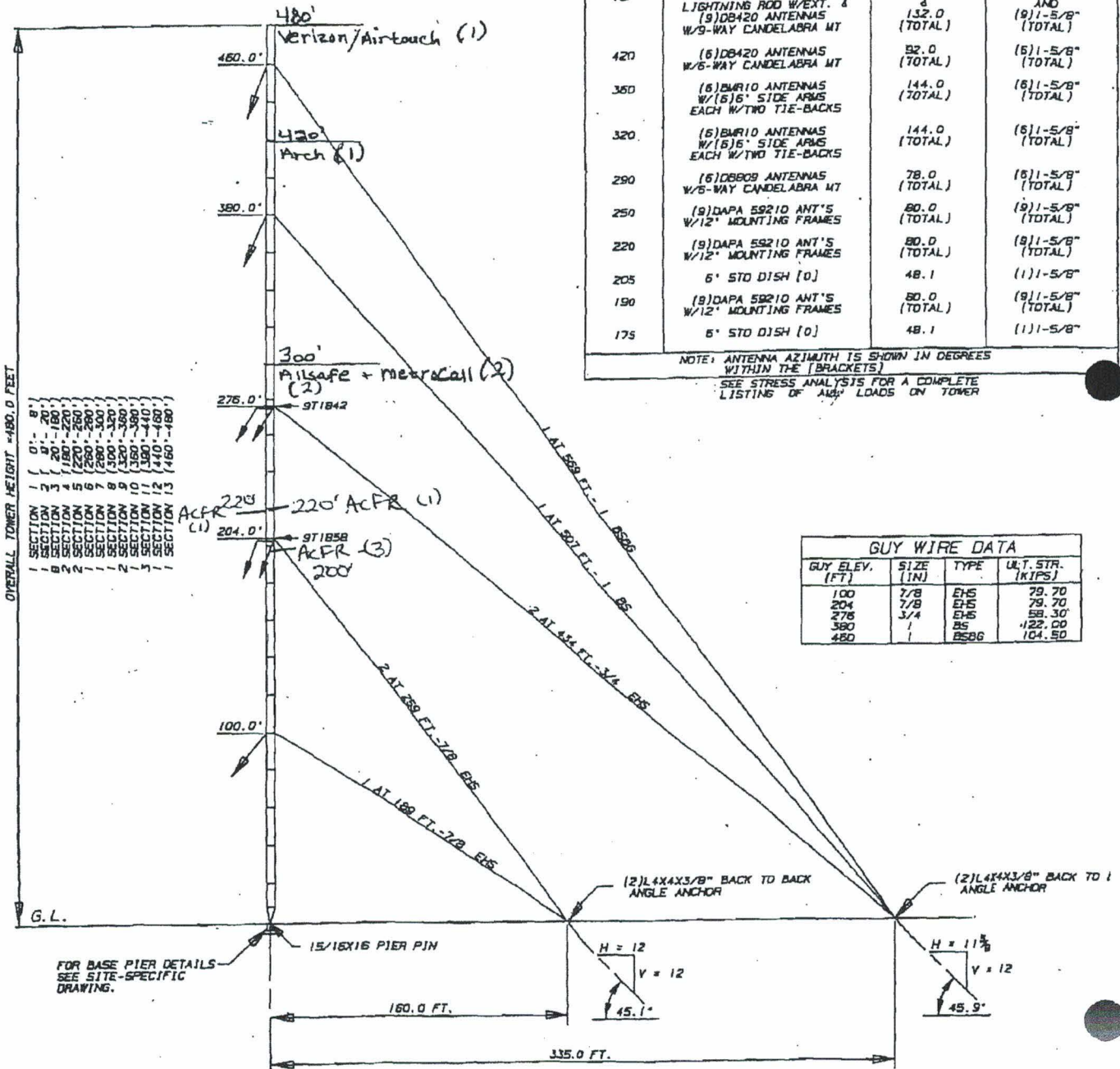
(page 1 of 2)

TORQUE ARM SCHEDULE							
ELEVATION (FT)	TYPE	MAX. GUY SIZE ALLOWED (IN)	MAIN MEMBERS			SECONDARY MEMBERS	
			SIZE	CONNECTION		SIZE	CONNECTION
				NO.	SIZE		
204	9T1858	7/8	MC18X58.0	8	1	-----	---
276	9T1842	3/4	MC18X42.7	6	1	-----	---

TOWER DESIGN LOADING			
DESIGN WIND LOAD PER ANSI/TIA/EIA-222-F-1996, 95 MPH BASIC WIND SPEED (NO ICE). THIS TOWER IS DESIGNED TO SUPPORT THE FOLLOWING LOADS:			
ELEV- ATION (FT)	ANTENNA TYPE	E.P.A. (SF) NO ICE	LINE SIZE (NOM)
TOP	OBSTRUCTION LIGHTS, LIGHTNING ROD W/EXT. & (9) DB420 ANTENNAS W/9-WAY CANDELABRA MT	7.5 4 132.0 (TOTAL)	(1) 3/4" AND (9) 1-5/8" (TOTAL)
420	(6) DB420 ANTENNAS W/6-WAY CANDELABRA MT	82.0 (TOTAL)	(6) 1-5/8" (TOTAL)
360	(6) DB420 ANTENNAS W/6-WAY CANDELABRA MT EACH W/TWO TIE-BACKS	144.0 (TOTAL)	(6) 1-5/8" (TOTAL)
320	(6) DB420 ANTENNAS W/6-WAY CANDELABRA MT EACH W/TWO TIE-BACKS	144.0 (TOTAL)	(6) 1-5/8" (TOTAL)
290	(6) DB420 ANTENNAS W/6-WAY CANDELABRA MT	78.0 (TOTAL)	(6) 1-5/8" (TOTAL)
250	(9) DAPA 59210 ANT'S W/12" MOUNTING FRAMES	80.0 (TOTAL)	(9) 1-5/8" (TOTAL)
220	(9) DAPA 59210 ANT'S W/12" MOUNTING FRAMES	80.0 (TOTAL)	(9) 1-5/8" (TOTAL)
205	6" STD DISH (0)	48.1	(1) 1-5/8"
190	(9) DAPA 59210 ANT'S W/12" MOUNTING FRAMES	80.0 (TOTAL)	(9) 1-5/8" (TOTAL)
175	6" STD DISH (0)	48.1	(1) 1-5/8"

NOTE: ANTENNA AZIMUTH IS SHOWN IN DEGREES
WITHIN THE [BRACKETS]
SEE STRESS ANALYSIS FOR A COMPLETE
LISTING OF ANT' LOADS ON TOWER

GUY WIRE DATA			
GUY ELEV. (FT)	SIZE (IN)	TYPE	ULT. STR. (KIPS)
100	7/8	EHS	79.70
204	7/8	EHS	79.70
276	3/4	EHS	58.30
380	1	BSB6	122.00
480	1	BSB6	104.50



ELEVATION VIEW

PROPOSED COMPOUND

ACFR
8'x24' Generator
Pad

ACFR
12'x33'
Shelter

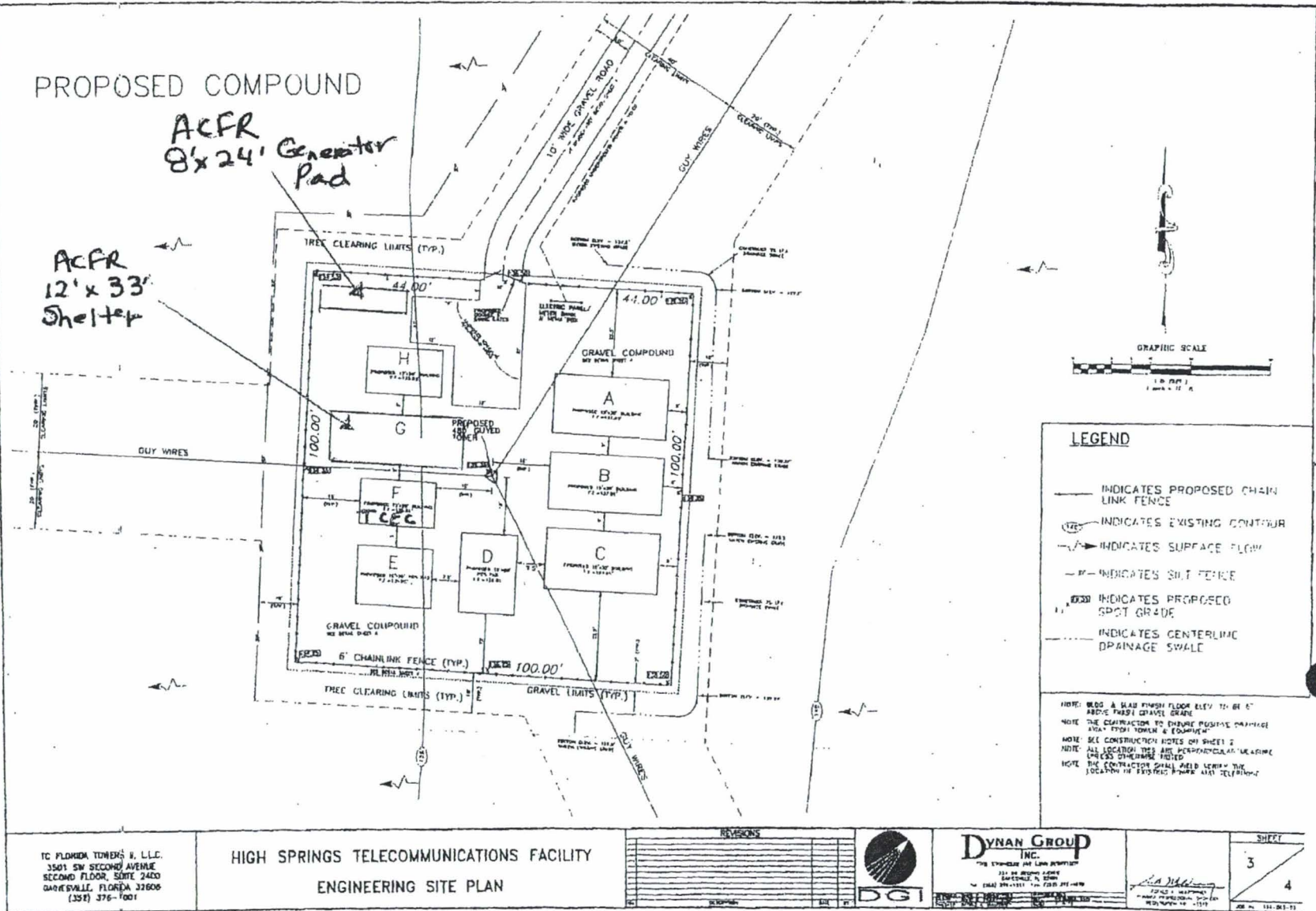


Exhibit B
Page 2 of 2

SCHEDULE "B-1"

List of Equipment and Frequencies

TOWER

At 200' AGL on Tower, Leg Mounted with 6' Sidearms - (3) BMR 10 Antennas and (3) 1 1/4" Helix
At 220' AGL on Tower, Leg Mounted with 6' Sidearm - (1) BMR 10 Antenna and (1) 1 1/4" Helix
At 220' AGL on Tower - (1) TX/RX Tower Top Preamp. And (1) 7/8" Helix and (1) 1/2" Helix

GROUND

Ground Space measured at 33' by 12' for Lessee's Equipment Shelter (Using Pad "G" as shown on **Exhibit "B"**)
Ground Space of 24' by 8' for Lessee's Generator Pad/Equipment (in the location shown on **Exhibit "B"**)

OPERATING FREQUENCY DATA

Call Sign - See Attached

Frequencies - Transmit - See Attached Mhz
Receive - See Attached Mhz

EXHIBIT "C"

**Rent Schedule
Without Microwave**

<u>Initial 15-Year Term-</u>	<u>Up Front Payment</u>	<u>Monthly Equivalent</u>
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Lessee's Rent for Initial Term (15) Years shall be:

Lump-Sum Payment :	\$216,710.00	\$1,203.94
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1st 5-Year Renewal Term-

Lessee's Rent for the 1st Renewal Term shall be, at Lessee's sole option, either:

(a) Payable Monthly in advance with annual 8% Increases:	\$ 3,729.75	-----
(b) Payable Annually in advance with annual 8% Increases :	\$ 44,757.00	\$3,729.75

2nd 5-Year Renewal Term-

Lessee's Rent for the 1st Renewal Term shall be, at Lessee's sole option, either:

(a) Payable Monthly in advance with annual 8% Increases:	\$ 4,866.61	-----
(b) Payable Annually in advance with annual 8% Increases :	\$ 58,399.32	\$4,866.61

Exhibit "D"

TYPE II

INSURANCE REQUIRED

A. General

Before starting and until acceptance of the work by the County, the contractor shall procure and maintain Insurance of the types and to the limits specified below.

The contractor shall require each of his subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified in paragraphs (1) to (3) inclusive below. It shall be the responsibility of the contractor to ensure that all his subcontractors meet these requirements.

B. Coverage

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. **Workers' Compensation** - Coverage to apply for all employees at the STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers, Act and Jones Act; in addition, the policy must include EMPLOYERS LIABILITY for limits of \$100,000/each accident; \$500,000/disease - policy limit; \$100,000/disease - each employee.
2. **Commercial General Liability** - Coverage must be afforded, under a per occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, with a Hold Harmless and Named Additional Insured Endorsement in favor of the County for limits not less than \$2,000,000/general aggregate; \$2,000,000/products-completed operations (aggregate); \$1,000,000/personal injury-advertising liability; \$1,000,000/each occurrence; \$50,000/fire damage legal; \$5,000 medical payments.
3. **Business Auto Policy** - Coverage must be afforded including coverage for all Owned vehicles, Hired/Non-Owned vehicles, with an Additional Named Insured Endorsement in favor of the County, for a combined single limit (bodily injury and property damage) of not less than \$1,000,000/combined single limit (Bodily Injury/Property Damage); personal injury protection-statutory limits; \$1,000,000 uninsured/underinsured motorist; \$1,000,000/hired/non-owned auto liability.

C. Certificate of Insurance

Certificates of all insurance required from the contractor shall be filed with the Alachua County Board of County Commissioners as the Certificate Holder, before operations are commenced. The

insurance indicated on the Certificate shall be subject to its approval for adequacy and protection. The certificate will state the types of coverage provided, limits of liability and expiration dates. Alachua County Board of County Commissioners shall be identified as an Additional Named Insured for each type of coverage required by paragraphs (1) to (3) above. The required certificates of insurance may refer specifically to this contract and section and the above paragraphs in accordance with which such insurance is being furnished, and may state that such insurance is as required by such paragraphs of this contract.

The contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. In addition, the Alachua County Board of County Commissioners will be shown as Additional Named Insured, with a Hold Harmless Agreement in favor of the County, where applicable. The certificate should also indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

If the initial insurance expires prior to the completion of the work, renewal certificates and/or required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

ALL INVOICES AND CORRESPONDENCE
MUST REFERENCE THIS NUMBER**INVOICE AND
ENCUMBRANCE ADVICE****ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO. 022347

ORDER DATE : 6/27/2002
REQ. NUMBER : 0000031896
BID NUMBER :
BUYER : JANA POWELL
ACCOUNT NO. 07254205224410
VENDOR NO. : 16540

VENDOR I.D.#

TOWERCOM EAST COAST, LLC
7411 FULLERTON STREET
SUITE 200
JACKSONVILLE

FL 32256

SHIP
TOALACHUA COUNTY
FIRE RESCUE SERVICES
913 SE 5TH STREET
GAINESVILLE FL 32601

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	<p>ANTENNA SITE LEASE AGREEMENT BETWEEN TOWERCOM EAST COAST, L.L.C. (TOWERCOM) AND ALACHUA COUNTY. ROBERT E. AND LINDA H. SUMMERS AND LESSOR HAVE A VERBAL AGREEMENT FOR THE OPERATION OF A COMMUNICATION TOWER LOCATED AT 1010 NE 34TH STREET, CITY OF HIGH SPRINGS COUNTY OF ALACHUA, STATE OF FLORIDA. ALACHUA COUNTY FIRE RESCUE SERVICES (LESSEE) HAS INSTALLED COMMUNICATIONS EQUIPMENT ON THE TOWER AND WILL USE CERTAIN DESIGNATED SPACE ON THE SITE FOR THE PURPOSE OF MAINTAINING AND OPERATING A COMMUNICATIONS FACILITY. TOWERCOM EAST COAST, L.L.C. WILL LEASE TO ALACHUA COUNTY FIRE RESCUE, ANTENNA SPACE ON THE TOWER AND GROUND SPACE ON THE SITE. PER LEASE SCHEDULE (EXHIBIT "C") ALACHUA COUNTY FIRE RESCUE WILL PAY A ONE-TIME LUMP SUM PAYMENT (NPV OF MONTHLY RENT WITHOUT INCREASES, AND WITHOUT MICROWAVE), IN THE AMOUNT OF ** \$216,710.00 **. TERM OF LEASE COMMENCEMENT DATE IS AND SHALL EXPIRE FIFTEEN (15) YEARS FROM THE COMMENCEMENT DATE (INITIAL TERM). LEASE AGREEMENT CAN BE EXTENDED UP TO TWO (2) SUCCESSIVE PERIODS OF FIVE (5) YEARS (RENEWAL TERM) UPON NOTICE TO LESSOR IN</p>	216710.00	EA	1.0000	216710.00

INVOICE INSTRUCTIONS TO VENDOR

1. Submit invoice as described in the referenced agreement.
2. Include all required documentation/backup with invoice.
3. Florida State Tax Exemption Number: 11-065-024077-83C
4. Federal Tax ID Number: 59-8000501

DATE APPROVED

SIGNATURE

CONTRACTS