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Recording prepared by  
and when recorded  
return to: C. E. Blonder  
SBA Towers Inc., Legal Department  
2424 North Federal Highway, Suite 451  
Boca Raton, Florida 33431  
1-800-487-7483 EXT. 323

## **ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

Assignor – Mericom Development Corporation, a Delaware corporation

Assignee - SBA Properties, Inc., a Florida corporation

Property Location – S18 T23S R10E TL1100 – APN R-2310-00000-01100-000  
City of Gilchrist, County of Kalamath, State of Oregon

## ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made and entered into as of this 12 day of February, 2001 ("Transfer Date") by Mericom Development Corporation, a Delaware corporation, having an address of 20472 Crescent Bay Drive, Suite 104, Lake Forest, California 92630, Attn.: Property Management ("Assignor"), to SBA Properties, Inc, a Florida Corporation, having an address at One Town Center Road, 3<sup>rd</sup> Floor, Boca Raton, Florida 33486, Attn.: Site Administration, Fax Number (561) 995-7626 ("Assignee").

### Preliminary Statement:

On the 8<sup>th</sup> day of August, 2000, Stan and Rene Russell, husband and wife (Ground Lessor"), as lessor, and Assignor, as lessee, entered into that certain Site Ground Lease Agreement ("Ground Lease") for that certain parcel of real property ("Real Property") located in the County of Klamath, State of Oregon, 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 and not caused by Assignee.

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 disputes arising out of or in connection with this Assignment beyond applicable notice and grace period, shall be resolved initially by meetings between members of senior management of Assignor and Assignee. In the event that any dispute is not resolved within thirty (30) days of the date that the party raising the dispute makes a written request to the other party to bring the issue to senior management, either party may require that the dispute be resolved by arbitration in accordance with the then current rules of the American Arbitration Association in the State of Florida. Judgement upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties will mutually agree, in writing, on the selection of an arbitrator within thirty (30) days after one party makes a written request for arbitration to the other. In the event the parties do not agree within the thirty (30) day period, either party may petition for American Arbitration Association for the appointment of an impartial arbitrator. The decision of the arbitrator will be final and conclusive upon both parties hereto. Each party will bear its own costs and expenses of arbitration including, without limitation, filing fees, attorneys fees and the costs of transcripts. Additionally, each party hereby agrees to pay one-half of the arbitrator's fees. However, the arbitrator, if it deems fair and equitable, will have the power and competence to allocate costs, expenses, attorneys fees and/or the arbitrator's fee between the parties.

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.

39687

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

Witnesses:

Shawn R. Conn  
Print Name: Shawn R. Conn

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

**ASSIGNOR:**

MERICOM DEVELOPMENT CORPORATION,  
a Delaware corporation

By: T. A. Klein 2.2.1  
Print Name: Terry A. Klein  
Title: Senior Vice President

Witnesses:

Debra Alderity  
Print Name: Debra Alderity  
Joan Cohen  
Print Name: Joan Cohen

**ASSIGNEE:**

SBA PROPERTIES, INC.,  
a Florida corporation

By: Alyssa Houlihan  
Print Name: Alyssa Houlihan  
Title: Director of Leasing

Site Name: Masten Butte  
Site ID: OR5137-S/65001-069

MERICOM DEVELOPMENT CORPORATION

STATE OF CALIFORNIA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 2 day of Feb, 2001, Terry A. Klein, as Senior Vice President of Mericom Development Corporation, a Delaware corporation. He is personally known to me or has produced satisfactory proof of identification.

(AFFIX NOTARY SEAL)

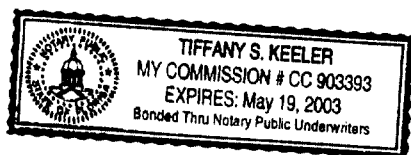
Notary Signature Shawn R. ConnNotary Public - State of CaPrint Name: Shawn R. ConnMy commission expires: 5/24/02Commission Number: 1184743SBA PROPERTIES, INC.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14 day of February, 2001, Alyssa Houlihan as Director Of Leasing of SBA Properties, Inc., a Florida corporation. She is personally known to me or has produced satisfactory proof of identification.

(AFFIX NOTARY SEAL)

Notary Signature Tiffany S. KeelerNotary Public - State of FLPrint Name: Tiffany S. Keeler

My commission expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

Site Name: Masten Butte  
Site ID: OR5137-S/65001-069

## EXHIBIT "A"

COMMUNICATIONS LEASE SITE:Communications Lease Site:

A 100 foot by 100 foot tract of land lying within that property described in instrument number M99-43217 of the Deed Records of Klamath County, Oregon and more particularly described as follows:

Beginning at a 5/8 inch iron rod with a yellow plastic cap marked "LAND MARK PLS 2287" at the northeast corner of a communications lease site from which the East One-Quarter Corner of Section 18, Township 23 South, Range 10 East, Willamette Meridian, Klamath County, Oregon bears North 87°22'58" East 1587.67 feet; thence South 100.00 feet to a 5/8 inch iron rod with a yellow plastic cap marked "LAND MARK PLS 2287"; thence West 100.00 feet to a 5/8 inch iron rod with a yellow plastic cap marked "LAND MARK PLS 2287"; thence North 100.00 feet to a 5/8 inch iron rod with a yellow plastic cap marked "LAND MARK PLS 2287"; thence East 100.00 feet to the Point of Beginning and containing 10,000 square feet more or less.

ACCESS and UTILITY EASEMENT:

A 15.00 foot wide strip of land, 7.50 feet on both sides of the following described centerline, for the purpose of access and utilities over and across that property described in instrument number M99-43217 of the Deed Records of Klamath County, Oregon, and more particularly described as follows:

Beginning at a point on the centerline of State Highway 97 from which the East One-Quarter Corner of Section 18, Township 23 South, Range 10 East, Willamette Meridian, Klamath County, Oregon bears North 89°22'14" East 3146.05 feet; thence South 67°08'37" East 105.49 feet; thence North 89°12'09" East 413.01 feet; thence North 88°15'20" East 1000.11 feet; thence South 0°02'57" East 33.16 feet to a point on the north boundary of a communications lease site and there terminating, said point being East 50.00 feet from the northwest corner of said lease site.

Master Butte  
OR - 05137-5  
65-001-069

State of Oregon, County of Klamath  
Recorded 08/08/01 at 8:24 a.m.  
In Vol. M01 Page 39684  
Linda Smith,  
County Clerk Fee\$ 46<sup>00</sup>