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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 – a portion of Tax Lot 104, S8, T24S, R9E, WM,
Klamath County, Oregon

Cryder Butte/65001-068/OR05136-S

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, 3rd Floor, Boca Raton, Florida 33486, Attn.: Site Administration, Fax Number (561) 995-7626 ("Assignee").

Preliminary Statement:

On the 24th day of August, 2000, Crown Pacific Limited Partnership a Delaware limited partnership, (Ground Lessor"), as lessor, and Assignor, as lessee, entered into that certain Site Ground Lease Agreement, as amended, ("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 America 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.

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

Witnesses:

Shawn R Conn
Print Name: Shawn R Conn

M. Painter
Print Name: Mike Painter

ASSIGNOR:

MERICOM DEVELOPMENT CORPORATION,
a Delaware corporation

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

Witnesses:

Joan Cohen
Print Name: Joan Cohen

Peter Ferraro
Print Name: Peter Ferraro

ASSIGNEE:

SBA PROPERTIES, INC.,
a Florida corporation

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

Site Name: Cryder Butte
Site ID: OR5136-S/65001-068

39702

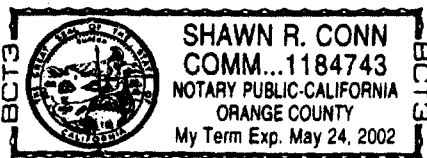
MERICOM DEVELOPMENT CORPORATION

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)



Shawn R Conn
Notary Signature

Notary Public - State of California

Print Name: Shawn R. Conn

My commission expires: 5/24/02

Commission Number: 1184743

SBA PROPERTIES, INC.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th 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)



Tiffany S. Keeler
Notary Signature

Notary Public - State of FL

Print Name: Tiffany S. Keeler

My commission expires: _____

Commission Number: _____

Site Name: Cryder Butte
Site ID: OR5136-S/65001-068

EXHIBIT "A"COMMUNICATIONS LEASE SITE:

A 100 foot by 100 foot tract of land lying within that property described in instrument number M99-10871 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 northwest corner of a communications lease site from which the northwest corner of Section 8, Township 24 South, Range 9 East, Willamette Meridian, Klamath County, Oregon bears North 21°35'03" West 4461.26 feet; thence East 100.00 feet to a 5/8 inch iron rod with a yellow plastic cap marked "LAND MARK PLS 2287"; 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 the Point of Beginning and containing 10,000 square feet more or less.

ACCESS and UTILITY EASEMENT:

A 20.00 foot wide strip of land, 10.00 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 M99-10871 of the Deed Records of Klamath County, Oregon, and more particularly described as follows:

Beginning at a point on the centerline of GT-1 Road from which the northwest corner of Section 8, Township 24 South, Range 9 East, Willamette Meridian, Klamath County, Oregon bears North 9°41'05" West 4057.63 feet; thence North 55°49'13" East 416.88 feet; thence North 45°33'39" East 520.27 feet; thence along the arc of a 35.00 foot radius curve to the right (the Long Chord of which bears South 75°12'44" East 60.14 feet) 72.36 feet; thence South 15°59'08" East 78.29 feet; thence South 5°06'32" East 72.91 feet; thence South 7°06'56" West 84.18 feet; thence South 0°01'25" East 269.52 feet; thence South 1°46'55" East 253.33 feet; thence South 68°19'36" East 75.54 feet; thence North 89°49'38" East 88.23 feet and there terminating at the westerly boundary of a communications lease site from which the northwest corner of said lease site bears North 50.00 feet.

Cryder Butte
OR-05136-S
65-001-068

State of Oregon, County of Klamath
Recorded 08/08/01 at 8:53 a.m.
In Vol. M01 Page 39698
Linda Smith,
County Clerk Fee\$ 46⁰⁰