

March 28, 2014

COLUMBIA COUNTY RESOURCES INC  
PO BOX 1376  
LAKE CITY, FL 32056-1376

Dear Landowner,

Welcome to the Crown Castle family! The transition between Crown Castle and AT&T is complete. Crown Castle, or a subsidiary, is now responsible for the rights and obligations under the ground lease agreement with you. There is nothing you need to do to facilitate this change; however, there are a few important details:

**First, Crown Castle will be servicing all future ground lease payments due and payable on or after May 1, 2014. As a result, the timing of your next ground lease payment may be adjusted slightly.**

**If you have direct deposit:** The ground lease payment will be deposited into your designated bank account on the first business day of the month in which it is due. Please be advised that Crown Castle, unlike AT&T, does not provide an email when the direct deposits have been made to your bank.

**If you receive a paper check:** The ground lease payment will be printed on a Crown Castle check and mailed to you approximately five business days prior to the first business day of the month in which it is due.

You will receive two IRS Form 1099s for calendar year 2014. One IRS Form 1099 will be issued by AT&T, and the other by Crown Castle.

**Second, you now have a Crown Castle ID Number.**

**New Crown Castle Business Unit Number (BUN): 846219**

Prior AT&T Fixed Asset (FA) Number: 10091916

The Crown Castle Business Unit Number will accurately identify you and the related Crown Castle tower site. Referring to this number in all communications with Crown Castle will help us provide fast and accurate service. Please keep this letter with your ground lease so your BUN will be readily available. I also recommend recording the Crown Castle BUN and AT&T FA Number in your address book, along with our Landowners Help Desk contact information provided on the following page.

**Third, please take a moment to verify your contact information.**

Please complete the attached form, *Good Business.Good Information.*, and return to us in the enclosed self-addressed, stamped envelope. We do not sell our landowners' contact information to third parties. We will only use this information to communicate with you about your ground lease agreement and Crown Castle.

**Fourth, our Landowners Help Desk is here to assist you.**

Our Landowners Help Desk can answer most questions about Crown Castle, the tower site and your ground lease, including information about our lease extension and purchase programs.

Email: [LOHD@crowncastle.com](mailto:LOHD@crowncastle.com)

Phone: 866-482-8890 (toll-free) Monday – Friday, 8:00 am – 5:00 pm Eastern

To report a tower-related emergency, please always call 911 first then contact our Network Operations Center (NOC) which is staffed 24 hours a day, 7 days a week by calling 800-788-7011 (toll-free). If you have an issue that involves maintenance, security or access call our NOC.

**Lastly, a copy of all legal notices regarding your lease agreement should be mailed to the address below, in addition to the address listed in your lease.**

CCATT LLC  
Attn: Legal Department  
2000 Corporate Drive  
Canonsburg, PA 15317

To learn more about our company, visit [www.crowncastle.com](http://www.crowncastle.com). We look forward to a long and mutually beneficial relationship with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Schrott', with a stylized flourish at the end.

Mark Schrott  
Vice President - Property Management

ORIGINAL

## TOWER SITE SUBLEASE AGREEMENT

This Tower Site Sublease Agreement ("Agreement"), made this 14th day of April, 2000, between Larsen Cellular Communications, Ltd., a Florida limited partnership, "SUBLESSOR", and Alltel Communications, Inc., a Delaware corporation. "SUBLESSEE."

WHEREAS, SUBLESSOR has developed a telecommunications tower site known as the Fairgrounds, located in Columbia County, State of Florida (hereinafter "Premises," and being more particularly described in Exhibit "A" attached hereto); and

WHEREAS, SUBLESSOR desires to lease to SUBLESSEE and SUBLESSEE desires to lease SUBLESSOR space on the telecommunications tower ("Tower") and on the ground for SUBLESSEE's radio communications systems;

NOW, THEREFORE WITNESSETH: In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

### 1. PROPERTY AND EQUIPMENT

SUBLESSOR hereby licenses and leases to the SUBLESSEE that certain space on the Tower together with space on the ground and/or in a building sufficient for the installation of SUBLESSEE's equipment (said leased space on Tower, ground and building being collectively referred to hereinafter as the "Property," and more particularly described and/or depicted on Exhibit "B" attached hereto), together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, for the installation and maintenance of SUBLESSEE's equipment.

SUBLESSOR hereby grants nonexclusive permission to SUBLESSEE to install, maintain and operate radio communications equipment and appurtenances (hereinafter "Equipment," and more particularly described on Exhibit "C" attached hereto).

### 2. RENT

(a) The initial annual year rent of Forty-Three Thousand and Two Hundred and 00/100 Dollars (\$43,200.00) plus applicable taxes (the "Rent"), shall be payable in annual installments. The first annual installment is due and payable on the Commencement Date. The Commencement Date of this Agreement shall be May 1, 2000. The Anniversary Date for subsequent years shall be the annual anniversary of the Commencement Date. Payment is to be made to SUBLESSOR or to such other person, firm or place the SUBLESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

Rental payments shall be due on each Anniversary Date and shall be adjusted annually on the anniversary date by the increase in the Consumer Price Index ("CPI"). For the purposes of rent increases, the Base Rental shall be defined as the rental paid the initial year. The new

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*Alltel - Commerce FL/RSA7/#76*  
tower-agmt-alltel-clear.com

*DM OK*

annual rent shall be determined by multiplying the Base Rent by a fraction, the numerator of which is the CPI for the year prior to year when new annual rent takes effect and the denominator of which is the CPI for the year prior to the initial year of the Lease.

For the purposes hereof, "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average (1982 - 84 = 100). If the manner in which the Consumer Price Index is determined by the Bureau of Labor Statistics shall be substantially revised, including, without limitation, a change in the base index year, an adjustment shall be made in such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if the Consumer Price Index shall become available to the public because publication is discontinued, or otherwise, or if the equivalent data is not readily available to make the adjustment referred to in the preceding sentence, the SUBLESSOR and SUBLESSEE will substitute a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other government agency. If no such index shall be available, the SUBLESSOR and SUBLESSEE shall agree to a comparable index published by a major bank, financial institution or university.

Notwithstanding anything to the contrary herein, the rent for any successive year shall not be lower than the rental for the prior years rent.

In addition to its rights upon default as provide by Florida law, SUBLESSOR has the right to remove SUBLESSEE's Equipment from the Premises when payment is thirty (30) days past due, at the expense of the SUBLESSEE. Equipment removed will be returned to SUBLESSEE upon payment in full of past due rent amounts and equipment removal charges.

(b) The term of this SubLease shall begin on the Commencement Date (May 1, 2000) and shall continue in effect so long as the underlying Prime Lease (as defined in paragraph 5) remains in effect. The Initial Term of the Prime Lease expires on May 31, 2006, with the right to renew for three (3) additional ten (10) year Renewal Terms.

### 3. INSTALLATION AND MAINTENANCE

SUBLESSOR agrees the SUBLESSEE, its servants, agents and contractors, shall have access to the Premises at all times for the purpose of installing and maintain Equipment. SUBLESSEE, its servants, agents and contractors, agree to perform such installation and maintenance according to accepted industry standards. All installations and operation in connection with this Agreement shall meet with all applicable Rules and Regulations of all appropriate federal agencies, including but not limited to the Federal Communications Commission, the Federal Aviation Administration, and to all applicable codes and regulations of the township, county and state concerned. Under this Agreement, neither SUBLESSOR nor SUBLESSEE assumes responsibility for the licensing, operation and/or maintenance of the other's radio equipment.

SUBLESSEE will bear all costs incurred for installation and maintenance of Equipment. If the SUBLESSEE, its agents or contractors, should cause damage to the Tower or to any other

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equipment, improvements or appurtenances on or affixed to the Premises, SUBLESSEE agrees to repair such damage with promptness at its own cost and expense. No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

SUBLESSOR covenants that it will keep the Tower in good repair. Each antenna must be identified by SUBLESSEE with a weatherproof tag fastened securely to its bracket on the Tower. Each transmission line must be tagged at the conduit opening where it enters the equipment building.

#### 4. INTERFERENCE

If at any time the operations conducted by SUBLESSEE at the Property interfere with the operations of any other communications entity or person (including without limitation SUBLESSOR) operating at the Property, which other communications entity or person was operating at the Property prior to the date of this Lease, then upon receipt of oral or written notice of the existence of such interference, SUBLESSEE shall immediately eliminate such interference at its own expense, by using whatever means are necessary, including without limitation, temporarily ceasing operation of its facilities at the Property without abatement of rent. SUBLESSEE, at its expense, shall maintain business interruption insurance with respect to such contingency. If at any time, the ongoing operations conducted by SUBLESSEE at the Property interfere with the subsequent operations of any communications entity or person operating the Property, which other communications entity or person commenced operations at the Property after the date of SUBLESSEE's ongoing operations, then SUBLESSEE shall not have any duty to eliminate such interference. However, in the event that such interference is a result of actions taken, or caused, by any such communications entity or person other than SUBLESSEE, and such communications entity or person is unable to eliminate the interference without unreasonable expense or burden, but SUBLESSEE can eliminate it with little or no expense or burden to SUBLESSEE, then SUBLESSEE shall use its best efforts to eliminate such interference. At SUBLESSOR's request, SUBLESSEE shall provide a detailed interference analysis showing potential conflicts between SUBLESSEE's frequencies and those of the SUBLESSOR or other users already in place on the Tower. After the SUBLESSEE's Equipment has been installed, SUBLESSOR shall place similar restrictions upon interference with SUBLESSEE's frequencies on third parties using SUBLESSOR's tower with SUBLESSOR's permission or under SUBLESSOR's authority.

#### 5. PRIME LEASE

Except as specifically provided herein, this Agreement is subject to all terms and conditions of that certain Lease Agreement dated May 22, 1996, between Columbia County Resources, Inc. and Larsen Cellular Communications, Ltd., a redacted copy of which is attached hereto as Exhibit "D" and incorporated by reference (the "Prime Lease"). SUBLESSEE shall not cause or commit or permit to be committed any act or omission which shall violate any term or condition of the Prime Lease. To the extent any such duties or obligations are not assumed by SUBLESSEE under this Agreement, SUBLESSOR agrees to abide by and fulfill its duties and

obligations under the Prime Lease. In the event of the termination of SUBLESSOR's interest under the Prime Lease for any reason, then this Agreement shall concurrently terminate. SUBLESSEE's antennae and Equipment shall be governed by Prime Lease for the purposes of this Agreement, to the extent not otherwise provided herein.

## 6. REGULATORY MATTERS

SUBLESSOR acknowledges that federal regulation, including Parts 17 and 22 of the U.S. Code of Federal Regulations, may require the Tower to be marked and lighted so as not to impair the safety of air navigation. SUBLESSOR agrees to keep the Tower marked and lighted in compliance with applicable federal regulations, to make regular inspections of the Tower, and to undertake preventive maintenance, including the changing of bulbs, so as to assure continuous compliance with federal regulations.

If SUBLESSEE discovers a condition which SUBLESSEE believes could impair the safety of air navigation (such as a failure of a structure beacon), SUBLESSEE shall notify SUBLESSOR and SUBLESSOR shall take prompt corrective measures. If the air hazard is not promptly abated by SUBLESSOR or if SUBLESSEE is unable to contact SUBLESSOR, SUBLESSEE shall have the right to take corrective measures on its own. Where SUBLESSEE undertakes emergency corrective measures, SUBLESSEE shall use due care and shall be responsible for any damage to Premises, including but not limited to equipment of third parties on the Premises. SUBLESSOR agrees to reimburse SUBLESSEE for labor and materials upon SUBLESSEE's submission of invoices or other appropriate documents.

## 7. INDEMNITY

SUBLESEE shall indemnify, to the extent permitted by law, and hold SUBLESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of its use and occupancy of the Premises by the SUBLESSEE, its servants, agents or contractors.

## 8. TAXES

SUBLESEE shall pay any personal property and ad valorem real property taxes assessed on, or any portion of such taxes attributable to, SUBLESSEE's Equipment or improvements.

## 9. INSURANCE AND LIABILITY

SUBLESEE during the initial term and all renewal terms of this Agreement shall maintain at its own expense, insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and property damage insurance of not less than \$500,000.00. Such insurance shall insure against liabilities arising out of or in connection with SUBLESSEE's use or occupancy of the Premises and the Tower subject to the

standard exceptions found in commercial general liability insurance policies and shall name SUBLESSOR as an additional insured. Within ten (10) days after the Commencement Date, SUBLESSEE shall provide SUBLESSOR with proof of insurance which shall state the SUBLESSOR will be given at least ten (10) days notice of any change or cancellation of said policy.

#### 10. HAZARDOUS SUBSTANCES

SUBLESSOR represents that, to the best of its knowledge, there is no substance, chemical or waste on, under or around the Premises that is identified as hazardous, toxic or dangerous under any applicable federal, state or local law, ordinance, rule or regulation ("Hazardous Substance"). SUBLESSEE agrees that no Hazardous Substance, excepting propane and batteries required by back-up electrical power, shall be placed on, under, transported across or stored on the Premises by SUBLESSEE, its employees, servants, agents and contractors. SUBLESSEE agrees that in the event that its activities on the Premises should create a hazardous condition and, upon SUBLESSOR's notification to SUBLESSEE thereof, SUBLESSEE shall, within seventy-two hours (72) hours (if permitted by and subject to applicable law), and at its sole cost and expense, commence to correct such condition or situation and thereafter proceed diligently to complete the same. In the event SUBLESSEE fails to take corrective measures as described, SUBLESSOR reserves the right to take such corrective measures as necessary, with SUBLESSEE to reimburse SUBLESSOR for any and all costs incurred thereby. The terms of this paragraph shall survive the expiration or earlier termination of this Agreement.

#### 11. TERMINATION

Within ten (10) days of expiration or earlier termination of this Agreement, SUBLESSEE, its servants, agents or contractors, shall remove all SUBLESSEE's Equipment, personal property and fixtures located on the Premises and restore the Property to its original condition, reasonable wear and tear excepted. Should SUBLESSEE not remove said Equipment, personal property and all fixtures within ten (10) days, SUBLESSOR shall have the right to remove and store said Equipment, personal property and fixtures and SUBLESSEE will reimburse SUBLESSOR for the actual costs of removal and storage. If such time for removal causes SUBLESSEE to remain on the Property after termination of this Agreement, SUBLESSEE shall pay rental and applicable taxes at double the existing monthly rate on a pro-rated basis, until such time as the removal of the Equipment, personal property and all fixtures is completed. Upon expiration or termination of this Agreement, SUBLESSEE agrees to execute those documents necessary to evidence such termination for recordation with the appropriate authority.

#### 12. SALE OF PROPERTY

SUBLESSOR and SUBLESSEE hereby specifically covenant and agree that in the event the Premises shall be sold, mortgaged or otherwise transferred or encumbered, any such transfer or encumbrance shall be subject to the terms and conditions of this Agreement.

13. TITLE AND QUIET ENJOYMENT

SUBLESSOR hereby covenants that SUBLESSOR is seized of good and sufficient leasehold interest to the Premises and has full authority to enter into and execute this Agreement. SUBLESSOR further covenants that SUBLESSEE, on paying the rent and performing such terms and conditions as set forth herein, shall peaceably and quietly have, hold and enjoy the Property.

14. ASSIGNMENT

This Agreement may not be sold, assigned or transferred without the written consent of the SUBLESSOR, such consent not to be unreasonably withheld. SUBLESSEE shall pay SUBLESSOR's attorneys fees and costs for investigating or approving any proposed assignment.

15. NOTICES

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by overnight service having a record of receipt, addressed as follows (or any other address that the party to be notified may have designated to sender by like notice):

SUBLESSOR:

Larsen Cellular Communications, Ltd.  
Suite 2130  
2180 State Road 434 West  
Longwood, Florida 32779  
Attn: David H. Larsen

SUBLESSEE:

Alltel Communications, Inc.  
One Allied Drive  
P. O. Box 2177  
Little Rock, Arkansas 72203  
Attn: Property Management Department

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16. COMPLIANCE WITH LAWS

All installations and operations in connection with this Agreement by either party shall be conducted in accordance with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Agency, and any other applicable federal, state and local laws, codes and regulations. SUBLESSEE's Equipment, transmission lines, and any related devices, and the installation, maintenance and operation thereof, shall not damage the Tower or any property or properties adjoining, or interfere with the use of the Tower and the remainder of the Premises, by SUBLESSOR or others, and SUBLESSEE shall defend, indemnify and hold harmless SUBLESSOR from any such damage.

17. ESTOPPEL

Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as the other may reasonably request.

18. RECORDATION OF MEMORANDUM

SUBLESSEE agrees to execute and record a memorandum of this Agreement in a form acceptable to SUBLESSOR for recordation with the appropriate authority. SUBLESSOR agrees to provide SUBLESSEE with a certified copy of any such memorandum within five (5) business days of the recordation of such memorandum. Upon termination of this Agreement, SUBLESSEE agrees to execute those documents necessary to evidence such termination for recordation with the appropriate authority.

19. CROSS DEFAULT

SUBLESSEE acknowledges that SUBLESSEE and its affiliates have entered into or will enter into other agreements with SUBLESSOR and a default by SUBLESSEE or its affiliates in any agreement with SUBLESSOR will entitle SUBLESSOR, at SUBLESSOR's sole discretion, to immediately terminate this Lease and/or all or any of SUBLESSOR's agreements with SUBLESSEE and/or its affiliates.

20. CONFIDENTIALITY

SUBLESSEE agrees to keep all terms of this Agreement and all information it learns as a result of this Agreement strictly confidential and will not disclose said information to any third parties. In addition to any other remedies available at law or in equity, disclosure of said information by SUBLESSOR or its agents shall entitle SUBLESSOR to immediately cancel this Agreement and to disconnect and remove SUBLESSEE's Equipment from the Tower if not removed by SUBLESSEE within 7 days written notice.

## 21. MISCELLANEOUS

These provisions herein shall not restrict SUBLESSOR's rights and shall be cumulative to and in addition to all of SUBLESSOR's remedies provided by Florida law.

It is agreed and understood that this Agreement embraces the entire agreement between the SUBLESSOR and SUBLESSEE and that no verbal agreements shall be binding upon either the SUBLESSOR or SUBLESSEE in dispute, controversy or proceeding at law, and any addition, variation, modification or limitation to this Agreement shall be void and ineffective unless made in writing, signed and acknowledged by the parties.

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guideline have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns the parties hereto.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

DLK / JK

Signature Page to Tower Site Sublease Agreement  
Between Larsen Cellular Communications, Ltd. And  
ALLTEL Communications, Inc.  
Site Name: Commerce Cell # 76, FL RSA #7

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

LARSEN CELLULAR  
COMMUNICATIONS, LTD. [seal]

By: LARSEN CELLULAR  
COMMUNICATIONS, INC., General Partner

Linda O'Connor  
Printed Name LINDA O'CONNOR

By: DAVID H. LARSEN  
DAVID H. LARSEN, President  
2180 SR 434 West, Suite 2130,  
Longwood, FL 32779

SUBLESSOR  
[corporate seal]

William P. Foster  
Printed Name WILLIAM P. FOSTER

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to and subscribed before me this 22<sup>nd</sup> day of May, 2000 by DAVID H. LARSEN, President of LARSEN CELLULAR COMMUNICATIONS, INC., a Florida corporation, General Partner of LARSEN CELLULAR COMMUNICATIONS, LTD., a Florida limited partnership, who is personally known to me or produced \_\_\_\_\_ as identification.

My Commission Expires:

Barbara A. Sherburne  
Printed Name of Notary: BARBARA A. SHERBURNE



Barbara A. Sherburne  
MY COMMISSION # CC585140 EXPIRES  
October 22, 2000  
BONDED THRU TROY FAIR INSURANCE, INC.

DLH AK

Signature Page to Tower Site Sublease Agreement  
Between Larsen Cellular Communications, Ltd. And  
ALLTEL Communications, Inc.  
Site Name: Commerce/Cell # 76, FL RSA #7

ALLTEL COMMUNICATIONS, INC.

Shirley Rock  
Printed Name: SHIRLEY ROCK

Melea Buster  
Printed Name: MELEA BUSTER

STATE OF FLORIDA Arkansas

COUNTY OF Shirley

The foregoing instrument was sworn to and subscribed before me this 4<sup>th</sup> day of April, 2000 by Jim Kimzey as the SR.V.P. - NETWORK SUPPORT of ALLTEL COMMUNICATIONS, INC. who is personally know to me or produced as identification.

My Commission Expires: 4-1-2010

By: Jim Kimzey  
Printed Name: JIM KIMZEY  
Title: SR.V.P. - NETWORK SUPPORT  
Address: ONE ALLIED DRIVE  
LITTLE ROCK, AR 72003  
SUBLESSEE

Notary Public  
Printed Name of Notary: Notary Public

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Telecommunications tower site known as the Fairgrounds , located in Columbia County, State of Florida; said telecommunications tower being more particularly described as follows:

A part of the NE ¼, of the NE ¼, Section 2, Township 4S, Range 16E, more particularly described as follows: Commence at the Southeast corner of Lot 6 of Interstate Commerce Center as recorded in Plat Book 5 page 37, in the Public Records of Columbia County, Florida and run N.2 degrees 13 minutes 47 seconds W. along the east line of said Lot 6, a distance of 78.68 feet; thence N. 87 degrees 12 minutes 25 seconds E., 50.0 feet to the point of beginning; thence continue N. 87 degrees 12 minutes 25 seconds E., 235.01 feet; thence N. 2 degrees 13 minutes 47 seconds W., 203.75 feet; thence S. 87 degrees 46 minutes 13 seconds W., 235.00 feet; thence S.2 degrees 13 minutes 47 seconds E, 206.06 feet to the point of beginning. Columbia County, Florida. 1.10 acres more or less.

A 20.0 foot wide easement for ingress and egress over and across the following described land. Begin at the point of intersection of the centerline of Commerce Center Boulevard and the east property line of Interstate Commerce Center as per Plat thereof recorded in Plat Book 5, page 37, of the Public Records of Columbia County, Florida and run N. 2 degrees 13 minutes 47 seconds W. along said east line, 10.0 ft., thence N. 87 degrees 41 minutes 32 seconds E, 65.63 feet; thence S. 0 degrees 56 minutes 18 seconds E., 254.85 feet; thence S. 87 degrees 46 minutes 13 seconds W., 9.89 feet; thence S. 2 degrees 13 minutes 47 seconds E., 20.0 feet; thence N. 29 degrees 18 minutes 12 seconds W, 22.24 feet; thence N. 0 degrees 56 minutes 18 seconds W, 235.02 feet; thence S. 87 degrees 41 minutes 23 seconds W, 45.17 feet to the said east property line of Interstate Commerce Center; thence N.2 degrees 13 minutes 47 seconds W., 10.0 feet to the point of beginning.

**EXHIBIT "B"**  
**SITE PLAN**

(See Attached Site Plan)

Please initial below

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**EXHIBIT "C"**  
**EQUIPMENT LIST**  
Page One

**EQUIPMENT TO BE INSTALLED ON TOWER**

Equipment Type	<u>Antennas (12)</u>
Mfr./ Model #	<u>Decibel Products – DB874H105</u>
Weight / Diameter	<u>N/A</u>
Transmission Line Type / Diameter	<u>HCITAX 1-5/8"</u>
Transmission Line Mfr. / Model #	<u>Andrew (1.df.7-50A)</u>
Height on Tower	<u>150.0 ft.</u>
Tower Leg of Installation	<u>4 Antennas per face</u>
Orientation/Azimuth	<u>0.12 oz 240 degrees</u>
Type of Mounting Bracket	<u>Sidearms</u>

**EQUIPMENT IN BUILDING**

Manufacturer	<u>N/A</u>
Model#/Type	<u>N/A</u>
Physical Dimensions	<u>N/A</u>
Rated power (output)	<u>N/A</u>
RX Frequency	<u>N/A</u>
TX Frequency	<u>N/A</u>
Lightning Protection and/or Polyphaser to be used (Mfr. & Model No.)	<u>N/A</u>
Point of Installation of above grounding equipment	<u>N/A</u>



**EXHIBIT "C"**  
**EQUIPMENT LIST**  
Page Two

**ELECTRIC SERVICE REQUIRED**

Wattage / Amps	<u>Separate Metered</u>
Phase	<u>Service</u>
Number of Outlets	<u>N/A</u>

**TELEPHONE SERVICE REQUIRED**

Separate

**ANCILLARY EQUIPMENT / SYSTEMS**

Description / Size	<u>N/A</u>
Manufacturer / Model #	<u>N/A</u>
Mounting Height or Location within compound	<u>N/A</u>

**ADDITIONAL GROUND SPACE REQUIRED**

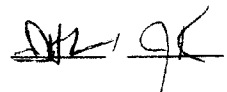
Generator	<u>N/A</u>
Fuel Source /Size of Tank	<u>N/A</u>
Other (Shelter)	<u>12.0 ft. W x 28.0 ft. L</u>
	<u>Equipment Building</u>

DM-1 GK

**EXHIBIT "D"**  
Prime Lease

(See Attached Prime Lease)

Please initial below

Handwritten initials, possibly "SK" and "JK", written over a horizontal line.

**CONSENT TO ASSIGNMENT, CONFIRMATION OF LEASE AND ESTOPPEL**  
**AGREEMENT**

This Agreement, made and entered into this 12 day of December, 2000, between **COLUMBIA COUNTY RESOURCES, INC.**, (the "Lessor") and **USCOC OF HAWAII 3, INC.**, a Delaware corporation and wholly-owned subsidiary of **UNITED STATES CELLULAR CORPORATION**, a Delaware Corporation, ("U.S. Cellular").

**W I T N E S S E T H**

**WHEREAS**, by that certain Lease Agreement dated May 27, 1996 (the "Lease") the Lessor leased certain real property in Columbia County, Florida to Larsen Cellular Communications, Ltd., ("Larsen") a copy of which Lease is attached hereto, made a part hereof, and identified as "Exhibit A";

**WHEREAS**, the Lease is, subsequent to the execution of this Consent to Assignment being assigned by Larsen to U.S. Cellular or a U.S. Cellular affiliate; and

**WHEREAS**, by mutual agreement the Lessor and U.S. Cellular wish to provide for the Lessor's consent to the assignment by Larsen to U.S. Cellular or a U.S. Cellular affiliate, with a release of Larsen.

**WHEREAS**, the Lease is, concurrently with the execution of this Consent to Assignment, being confirmed by Lessor; and

**WHEREAS**, at U.S. Cellular's request, Lessor wishes to provide the status of the Lease, and acknowledges U.S. Cellular's intent to rely upon Lessor's representations.

**NOW THEREFORE**, for valuable consideration the receipt and sufficiency of which

is hereby acknowledged, it is agreed as follows:

The Lessor hereby consents to the assignment of the Lease by Larsen to U.S. Cellular or a U.S. Cellular affiliate in such form of Assignment of Lease as may be agreed upon by Larsen and U.S. Cellular. U.S. Cellular hereby agrees to comply with all of the terms and conditions of the Lease. The Lessor hereby releases Larsen from any further liability under the above referenced Lease from and after the date of the assignment.

**CONFIRMATION OF LEASE AND ESTOPPEL AGREEMENT**

Lessor hereby certifies, warrants and confirms the following:

1. The Lease and exhibits thereto, between Lessor and Larsen, a copy of which is attached hereto as Exhibit A, is in full force and effect;
2. The Lease is a complete statement of the agreement between the Lessor and Larsen, and the Lease has not been modified, amended or otherwise altered, except as provided herein above;
3. No uncured default, or event of default, exists under the Lease, and no event or condition exists which, with the passage of time, or the giving of notice, would constitute a default, or event of default, under the Lease;
4. The Lease has not been transferred, assigned, encumbered, or conveyed by Lessor;
5. Rent and all other sums required to be paid have been paid, in accordance

with the terms of the Lease through and including November 30, 2000.

6. There exist no security deposits;
7. The Lease commenced upon June 1, 1996, and shall terminate on May 30, 2006;
8. The Lease provides for THREE (3) options to renew with each renewal period of TEN (10) years each; and
9. The Lease provides for an easement for ingress and egress and for running utilities to the Leased Premises.

**"LESSOR"**

**COLUMBIA COUNTY RESOURCES,  
INC.**

By: [Signature]  
Printed Name: Hanneth W. Briggs  
Title: President  
Date: 12-12-2000

ATTEST:

[Signature]  
Secretary

**"U.S. CELLULAR"**

**USCOC of HAWAII 3, INC.**

By: [Signature]  
Printed Name: Paul E. [unclear]  
Title: Athorzele Kap  
Date: 1/16/01

ATTEST:

[Signature]  
Secretary

## LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of May 22nd, 1996 between COLUMBIA COUNTY RESOURCES, INC. ("Lessor"), and LARSEN CELLULAR COMMUNICATIONS, LTD., ("Lessee"), as follows:

### ARTICLE I

#### TITLE AND QUIET POSSESSION

1.01 Title and Quiet Possession. Lessor covenants that it is the fee simple owner of the real property located in Columbia County, Florida, more fully described in Exhibit A ("Leased Premises"), free and clear of all liens and encumbrances except as provided in Exhibit B hereto; that it has full power to lease the Leased Premises and has full power and authority to enter into this Lease; and that by paying the rent and performing its other obligations herein contained, Lessee shall peaceably hold and enjoy the Leased Premises during the lease term, and Lessor agrees to warrant and forever defend the title to the Leased Premises against the claims of any and all persons claiming the same or any part thereof by, through or under Lessor, but not otherwise."

1.02 Access to Leased Premises. Prior to the Commencement Date and through the duration of the Lease Agreement, Lessee, its agents, employees and invitees, shall have free and unrestricted access to and on the Leased Premises 24 hours a day, 365 days a year, and use thereof, pursuant to this Agreement and the Easement Agreement, Exhibit C for ingress and egress and for running utilities to the Leased Premises (if applicable) between the parties executed contemporaneously with this Agreement.

1.03 Use. Lessee shall use the Leased Premises to construct a communications antenna tower, building and related facilities. Lessee shall use the Leased Premises in an orderly fashion and in a manner that does not interfere with the use and enjoyment by Lessor of the tract of which the Leased Premises is a part, as the tract is presently used and enjoyed.

### ARTICLE II

#### LEASE TERM

2.01 Leasing Clause. Lessor hereby leases and demises the Leased Premises to Lessee.

2.02 Term. The occupancy of the Leased Premises by Lessee shall commence on June 1, 1996 ("Commencement Date"), at which time Lessor shall deliver to Lessee exclusive possession of the Leased Premises. This Lease shall remain in effect until ten (10) years after the commencement Date ("Term"), unless sooner terminated pursuant to the terms and provisions hereof.

2.03 Option to Renew. Provided Lessee is not then in default hereunder, lessor hereby grants to Lessee the right to extend this Lease for three (3) additional periods of ten (10) years each, such that the Lease has a possible total term of forty (40) years. Lessee shall exercise each renewal option by giving Lessor written notice of such renewal at least ninety (90) days prior to the then current expiration date of the Term. Except as otherwise provided herein, all terms of this Lease shall remain the same during any renewal period.

### ARTICLE III

#### ASSIGNMENT AND SUBLETTING

3.01 Assignment and Subletting. Lessee shall have the right to (i) assign or transfer this Lease; (ii) sublet all or part of the Leased Premises; and (iii) mortgage or otherwise encumber its interest in the Leased Premises, all without the consent of Lessor provided, however, in the event of an assignment or transfer of this Lease (but not a sublease or mortgage), the assignee shall assume in writing the terms and obligations contained in this Lease Agreement. Lessee shall give Lessor notice of any such assignment, sublease or mortgage. In the event of assignment by Lessee of this Lease, Lessee shall be relieved of any liability for performance of this Lease.

### ARTICLE IV

#### RENT

4.01 Rent Amount. Lessee shall pay to Lessor Five-Hundred Dollars (\$500.00) per month during the initial term of this Lease.

Rental payment for the renewal option periods shall be adjusted by the increase in the Consumer Price Index ("CPI"). For the purposes of any increase during a renewal option period, the Base Rental shall be defined as the annual rental paid the year immediately preceding any renewal period. The new annual Base Rent for the three (3) renewal periods shall be determined by multiplying the Base Rent by a fraction, the numerator of which is the CPI for the year immediately preceding the date on which the renewal period shall commence and the denominator of which is the CPI for the initial year of the lease or the initial year the last renewal period whichever year is closest in time to the current renewal period.

For the purposes hereof, "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average (1982 - 84 = 100). If the manner in which the Consumer Price Index is determined by the Bureau of Labor Statistics shall be substantially revised, including, without limitation, a change in the base index year, an adjustment shall be made in such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if the Consumer Price Index shall become available to the public because publication is discontinued, or otherwise, or if equivalent data is not readily available to make the adjustment referred to in the preceding sentence, the Lessor and Lessee will substitute a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other government agency. If no such index shall be available, the Lessor and Lessee shall agree to a comparable index published by a major bank, financial institution or university.

Notwithstanding anything to the contrary herein, the rent for any option period shall not be lower than the rental for the 10 year period just terminating.

4.02 Place of Payment. Rent will be paid to Columbia County Resources, Inc., P. O. Box 1376, Lake City, Florida 32056, Attention: Teres Veal, or at such other place as may from time to time be designated in writing by Lessor, its successors or assigns.

## ARTICLE V

### AD VALOREM TAXES

5.01 Payment of Ad Valorem Taxes. Lessee shall pay, or reimburse Lessor for, any Taxes attributable to the improvements on the Leased Premises within thirty (30) days after Lessor's request for such payment and Lessor's submission to Lessee of documentation evidencing the amount owed by Lessee. Lessor shall provide Lessee with copies of the actual rendition and the valuation notice for the Leased Premises from the appraisal district promptly after Lessor's receipt of same. Lessor shall, at Lessee's sole cost and expense, cooperate with Lessee in the contest of any disputed Taxes on the improvements to the extent that Lessee may reasonably request. Lessee also shall have the right, at its cost and expense, to seek reduction at any time in the assessed valuation of the improvements on the Leased Premises. Lessor agrees to cooperate with Lessee in any such proceeding at Lessee's sole cost and expense.

5.02 Separate Rendition. Lessee shall request the tax rendition of the improvements on the Leased Premises separate from the rendition of other improvements on the tract owned by Lessor beginning in 1996. Lessor shall cooperate, and sign such approvals, as may be necessary to cause the separate



rendition of such improvements and the mailing directly to Lessee of tax information with respect to such improvements. However, if Lessee cannot obtain the separate tax rendition of the improvements, the procedure set forth in Section 5.01 shall continue to apply after 1996.

5.03 Notice. Lessor shall give Lessee prompt notice of any Taxes for which Lessee is responsible pursuant to this ARTICLE V. In the event Lessor fails to promptly notify Lessee of Taxes otherwise unknown to Lessee, Lessor shall pay any penalty or interest due on such charges.

## ARTICLE VI

### ALTERATIONS AND IMPROVEMENTS

6.01 Alterations and Improvements. Beginning on the Commencement Date, Lessee shall have the right to remove or demolish, at its expense, any improvements constructed upon the Leased Premises. Lessee also shall have the right to make such improvements to or alterations in the Leased Premises as Lessee deems necessary for its use and enjoyment of the same, including, but not limited to, the right to repair, alter, reconstruct, or renovate any structure now or hereafter placed thereon and to alter the topography of the land itself, pursuant to written plans and specifications approved in advance by Lessor, which approval will not be unreasonably withheld or delayed. Only substantial changes in such plans and specifications need to be approved by Lessor after his/her initial consent. Except as provided for in Sections 14.01 and 14.02, for a period of six (6) months after the expiration, termination or cancellation of this Lease, Lessee shall have the right and obligation to remove all improvements, trade fixtures, equipment, and other personal property placed or located by Lessee on the Leased Premises, and to restore the Leased Premises to its original condition, all at the sole cost and expense of Lessee; provided, however, that Lessee must commence such removal and restoration within thirty (30) days after termination of this Lease. Title to any buildings or improvements situated or erected on the Leased Premises, the building equipment and other items installed thereon or contained therein, and any alteration, change or addition thereto, shall remain solely in Lessee, and Lessee alone shall be entitled to deduct all depreciation on Lessee's income tax return for any such buildings, building equipment and/or other items, improvements, additions, changes or alterations. Lessor shall have no obligation to maintain the Leased Premises, and Lessee shall maintain the Leased Premises in a neat and orderly condition.

6.02 Utilities. Lessee shall pay for all services and utilities that it may require in connection with its use and occupancy of the Leased Premises, and Lessor shall have no obligation to furnish or pay for the installation or provision of such services or utilities.

6.03 Use by Lessor . Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use any portion of Lessor 's properties in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease promptly, Lessee shall have the right, in addition to any other rights that it may have law or in equity, to elect to enjoin such interference or to terminate this Lease. However, this Agreement shall in no way diminish Lessor 's right of use to any portion of Lessor's properties which is normal, customary and necessary use of said property; and Lessor is entitled to all rights to, and quiet enjoyment of the property.

6.04 No Liens Upon Fee. The interest of Lessor shall not be subject to liens for improvements made or contracted for by Lessee. The Lessee shall notify the contractor making any such improvement that the Landlord's liability for the improvement is expressly prohibited by the lease, and Tenant shall record a notice of commencement designating its interest in the property as a leasehold.

6.05 Pre-construction Testing. Lessor hereby grants Lessee permission to survey the Leased Premises on the ground and to perform the necessary pre-construction tests such as soil tests, soil borings, etc. This permission is effective upon the Lessor's execution of this Agreement, and does not constitute a commencement of construction.

## ARTICLE VII

### CONDEMNATION

7.01 Condemnation. If all or any part of the Leased Premises or any improvements thereon shall be taken under the exercise of the power of eminent domain by any authority, and Lessee's use of the Leased Premises is adversely affected thereby, this Lease shall terminate, at Lessee's option, as of the date of such taking provided that Lessee and Lessor receive their respective portions of the condemnation award for such taking as provided below. The rent shall be apportioned as of the date of such taking, and any remaining balance of prepaid rent shall be repaid to Lessee. If the Leased Premises or any improvements hereon are partially taken under the exercise of the power of eminent domain by any such authority, and this Lease is not terminated by Lessee, the rent provided for herein shall be proportionately abated during the balance of the Term remaining. Lessor shall receive out of such award the value of the Leased Premises (less the value of Lessee's leasehold estate and improvements) and the balance of such award (including the value of Lessee's leasehold estate and improvements) shall belong to Lessee. Any award for improvements constructed by Lessee on the Leased Premises after the Commencement Date shall belong to Lessee. At Lessee's sole cost and expense, Lessor shall cooperate with Lessee in the contest of any condemnation proceeding or award affecting the Leased Premises.

## ARTICLE VIII

### DEFAULT

8.01 Lessee's Default and Rights to Cure. If Lessee shall default in the payment of any installment of rent when it is due, or if it shall default in the performance of any of its other obligations herein stated, Lessor agrees that it will give to Lessee written notice of the existence of such default or claimed default and the Lessee shall have a period of thirty (30) days within which to cure a monetary or sixty (60) to cure a non-monetary default. In the event Lessor gives notice of a default which cannot be cured solely by the payment of money and is (1) of such a nature that it cannot be cured within such sixty (60) day period or (2) if the curing thereof cannot be completed within said sixty (60) day period due to causes beyond the control of Lessee, then such default shall not be deemed to continue as long as Lessee, after receiving such notice, proceeds to cure the default as soon as reasonably possible, and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable. In the event that any defaults of lessee shall be cured in any manner herein provided prior to the cancellation of this Lease, such defaults shall be deemed never to have occurred and Lessee's rights hereunder shall continue unaffected by such defaults. In the event that the Lessee, during the term of this Lease, should mortgage or otherwise encumber its leasehold estate or interest in any improvements hereafter situated upon the Leased Premises ("Leasehold Mortgage") in accordance with the terms hereof, Lessee (or the Leasehold Mortgagee) shall give Lessor written notice of the same and the name and address of any such mortgagee and thereafter the provisions in the Leasehold Mortgagee Addendum attached hereto as Exhibit D shall apply.

8.02 Default by Lessee and Lessor's Right to Terminate Lease. If any defaults on the part of Lessee are not cured within the time and in one of the manners herein above provided, Lessor may, at its option, cancel this Lease and retake possession of the Leased Premises, without prejudice to its right to recover past due rentals or damages. However, notwithstanding anything herein to the contrary, Lessor shall not have the right to terminate or attempt to terminate this Lease or take any other action against Lessee hereunder on account of any alleged default of Lessee during the pendency of any good faith arbitration, litigation, or other legal proceedings (including appeals therefrom) determinative of whether such default did, in fact, occur. If it shall be finally determined that a default did occur, Lessee shall have a period of sixty (60) days after such determination to cure the same. Lessor's repossession of the Leased Premises pursuant to this Section 8.02 shall be subject to Lessee's right and obligation to commence removal of all improvements, trade fixtures, equipment and other personal property placed or located on the Leased Premises and restoration the Leased Premises within thirty (30) days after cancellations the Lease, and complete such removal and restoration within (6) months after cancellation, as provided in Section 6.01.

8.03 Default by Lessor. If Lessor shall default in fulfillment of any of the covenants or agreements of this Lease, Lessor shall have a period of thirty (30) days after receipt of written notice from Lessee of such default within which to cure same. In the event Lessee gives notice of a default which cannot be cured solely by the payment of money and is (1) of such a nature that it cannot be cured within such thirty (30) day period or (2) if the cure thereof cannot be completed within such thirty (30) day period due to causes beyond the control of Lessor, then such default shall not be deemed to continue as long as Lessor, after receiving such notice, proceeds to cure the default as soon as reasonably necessary, and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable. In the event that any defaults of Lessor shall be cured in any manner herein provided prior to the cancellation of this Lease, such default shall be deemed never to have occurred and Lessor's rights hereunder shall continue unaffected by such defaults. If Lessor fails to correct such default within thirty (30) days after receipt of written notice from Lessee of such default, in addition to any other remedies available to Lessee at law or in equity, Lessee shall have the right but not the obligation without incurring any liability therefore to either (1) correct such default and deduct any and all costs incurred as a result of such corrections from rent due or becoming due under this Lease until Lessee shall be reimbursed in full for the cost of such correction, and/or (2) terminate this Lease.

## ARTICLE IX

### ENFORCEMENT COSTS

9.01 Enforcement Costs. The court costs and attorneys' fees incurred by either party in a successful prosecution or defense of any legal or equitable proceedings to construe this Lease or enforce any right or obligation arising from it shall become an obligation due and payable from the other party.

## ARTICLE X

### INSURANCE AND INDEMNITY

10.01 Insurance. Lessee shall procure and maintain, at its sole expense, a standard general liability insurance policy for personal injury and property damage in the minimum amount of \$1,000,000/\$1,000,000 per person/per occurrence in the names of Lessor and shall provide proof of insurance in the form of a certificate of insurance within fifteen (15) days after the commencement date of this Lease Agreement. Such certificate shall provide that there will be at least ten (10) days written notice given to Lessor of any change in or cancellation of the policy. Lessee may carry such insurance in a blanket policy.

10.02 Indemnity. Each party shall for ever protect, save, defend and keep the other party harmless and indemnify said other party against and from any and

all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind of nature whatsoever arising directly or indirectly out of the acts, omissions, negligence or willful misconduct of the said party, its employees or agents in connection with the performance of this Agreement. Where such indemnification is sought by a party ("the Claiming Party") (a) it shall notify the other party (the "Indemnifying Party") promptly of any claim or litigation or threatened claim to which the indemnification relates, (b) upon the Indemnifying Party's written acknowledgment of its obligation to indemnify in such instance, in form and substance satisfactory to the Claiming Party, the Claiming Party shall afford the Indemnifying Party the opportunity to participate in and at the option of the Indemnifying Party, control, compromise, settle, defend or otherwise resolve the claim or litigation (and the Claiming Party shall not effect any such compromise or settlement without prior written consent of the Indemnifying Party) and (c) the Claiming Party shall cooperate with the reasonable requests of the Indemnifying Party in its above-described participation in any compromise, settlement, defense or resolution of such claim or litigation.

## ARTICLE XI

### NOTICES

11.01 Address for Notices. Any notice given to Lessor hereunder shall be sent by certified mail, postage prepaid, addressed to: Columbia County Resources, Inc., Columbia County Fairgrounds, Highway 247, Lake City, Florida 32055, Attention: Kenneth L. Biggs, President; and any notice given to Lessee hereunder shall be sent by certified mail, postage prepaid, addressed to: Larsen Cellular Communications, Ltd., c/o Larsen Cellular Communications, Inc., 2180 State Road 434 West, Suite 2130, Longwood, Florida 32779. Each party may from time to time designate another place as the address to which such notices shall be sent, such designation to be in writing and to be sent by certified mail, postage prepaid, to the other party at the last address so designated by such other party; and such change of address shall become effective fifteen (15) days after the mailing of such notice, properly stamped and addressed.

11.02 Date Notice Given. Any such notice shall be deemed to have been given three (3) days following the date of the mailing thereof in the manner above set out, and such mailing shall constitute delivery.

## ARTICLE XII

### COVENANTS RUN WITH LAND

12.01 Covenants Run With Land. All of the covenants, agreements and conditions contained in this Lease shall be construed as covenants running with the

land and shall extend to and be binding upon the successors and assigns of the parties hereto.

### ARTICLE XIII

#### MEMORANDUM

13.01 Memorandum. A memorandum of this Lease shall be filed for record in the Real Property Records of Columbia County, Florida.

### ARTICLE XIV

#### CONTINGENCIES

14.01 Right to Terminate Lease During Contingency Period. For a period of One Hundred and Eighty (180) days after the Effective Date ("Termination Period"), Lessee may terminate this Lease upon notice to Lessor in the event it is unable to (i) obtain necessary regulatory and development approvals to construct and operate the improvements to be constructed by Lessee on the Leased Premises; (ii) satisfactorily complete its title review and environmental investigation of the Leased Premises and the surrounding property; (iii) obtain an acceptable subordination or nondisturbance agreement from the mortgagee(s) holding a mortgage from Lessor on the Leased Premises, if applicable; (iv) satisfy engineering standards with respect to the Leased Premises; (v) obtain Lessor's approval on plans and specifications for improvements to be constructed at Lessee's sole expense on the Leased Premises, which approval shall be obtained prior to commencement of construction; and (vi) license the site to prevent future microwave interference. Regulatory approvals include without limitation Federal Aviation Administration approval. Development approvals include without limitation city, county and state development permits. If required Lessor will assign its interest in this Lease to the Mortgagee(s) of Lessor's interest as additional collateral for payment of the amounts secured by the mortgage and as inducement for a subordination or nondisturbance agreement, if applicable. The parties shall act reasonably and in good faith with respect to satisfaction of the foregoing conditions. During the Termination Period, Lessor shall disclose to Lessee any facts or conditions known or suspected by Lessor relevant to the contingencies set forth in this Section 14.01 or to Lessee's proposed use of the Leased Premises.

14.02 Right to Terminate Lease Upon Termination Payment. Provided Lessee is not in default of this Lease Agreement, Lessee may terminate this Lease, after the Commencement Date, at any time upon payment to Lessor of an amount equal to six (6) monthly rentals, in which event Lessee shall commence the removal of improvements within thirty (30) days and restore the Leased Premises to their original condition within One Hundred and Eighty (180) days after such payment.

14.03 Restoration of the Leased Premises. In the event this Lease terminates for any reason, or Lessee abandons the Leased Premises, prior to completion of construction of improvements on the Leased Premises, Lessee shall remove any improvements and restore the leased premises to their original condition within One Hundred and Eighty (180) days after Lessor's written demand for same and commence such removal and restoration within thirty (30) days after such demand.

14.04 Authorizations. Lessor shall assist Lessee to obtain any permit or authorization for the development of the Leased Premises and for the construction, installation and operation of improvements, including the signing of any application for such permit or authorization, or taking such other action or providing such other cooperation, as necessary, upon request of Lessee, provided that Lessor shall not be obligated to bear any expense.

## ARTICLE XV

### SUCCESSORS AND ASSIGNS

15.01 Successor and Assigns. This agreement shall be a binding upon and inure to the benefit of each party and their successors and assigns.

## ARTICLE XVI

### SUBORDINATION AND NON-DISTURBANCE

16.01 Subordination and Non-Disturbance. Lessee agrees that this Lease, at the request of Lessor, shall be subordinate to any mortgage or deed of trust that encumber the Leased Premises or may be placed upon the Leased Premises, provided however, that the aforementioned subordination shall not disturb Lessee's quiet enjoyment of the Leased Premises and any mortgagee or holder or a deed of trust shall recognize this Lease, unless Lessee is in default under this Lease, has been given written notice of said default and has failed to cure or begin curing within sixty (60) days following receipt of notice.

## ARTICLE XVII

### LIEN OF LEASEHOLD AND LESSEE'S PROPERTY

17.01 Lien of Leasehold and Lessee's Property. Lessor shall not have and hereby waives any lien it may have or right to obtain or enforce any lien, statutory or otherwise on any equipment, personal property or trade fixtures of Lessee given as security for the performance of any term of provision of this lease. In the event that any lien in favor of Lessor cannot be waived as set forth above, Lessor hereby agrees that said lien shall be subordinate to and inferior to any lien, pledge, assignment, security interest, mortgage or encumbrance of any lender, mortgagee

or holder of a deed of trust upon any equipment, personal property or trade fixtures of Lessee.

## ARTICLE XVIII

### MISCELLANEOUS

18.01 Modifications. No modification or change of the terms of this Lease shall be enforceable unless or until such modification or change is reduced to writing and executed by both parties.

18.02 Waiver. The failure of either party to insist upon strict performance of any provision hereof shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

18.03 Applicable Law. This Lease and the obligations of the parties hereunder shall be interpreted in accordance with and controlled by the laws of the State of Florida in effect at the time of execution of this Lease.

18.04 Effective Date. The Effective Date of this Agreement is the date first written above.

18.05 Costs. Each party shall pay its own costs incurred in connection with this Lease Agreement.

18.06 Entire Agreement. This Lease is intended as a full, complete, exclusive and final expression of the terms of the agreement between the parties. Such agreements constitute and expressly supersede all prior or contemporaneous understandings, agreements, promises, representations, warranties, terms and conditions, both or oral or written.

18.07 Environmental Condition. Lessor represents and warrants, to his/her knowledge, that the Leased Premises and adjacent land have never been used as a waste or dump site. Lessor also represents and warrants, to his/her knowledge, that the Leased Premises are not the subject of any investigation, administrative order, claim or agreement with respect to the on-site use, storage, treatment, disposal or transportation at, on or under the Leased Premises of materials considered hazardous under applicable local, state or federal law, and that no contamination of the Leased Premises by such materials is proposed, threatened, anticipated or in existence.



18.08 Compliance with Laws. Lessee shall comply with all applicable laws, ordinances and regulations in connection with the construction and operation of the improvements on the Leased Premises .

18.09 Severability. In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

18.10 Exhibits. Any and all exhibits attached hereto are hereby incorporated herein by reference as though fully set forth herein.

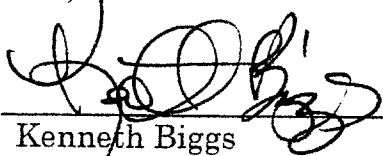
18.11 Mutual cooperation. Lessor and Lessee hereby mutually agree to reasonably cooperate with one another and not unreasonably withhold or delay any consents or requests of one another concerning the execution of any document either required by this Lease or in furtherance of any term or condition of this Lease.

EXECUTED in multiple counterparts, each of which shall have the force and effect of an original as of the date first above written

LESSOR:

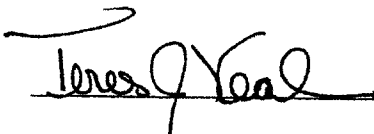
COLUMBIA COUNTY  
RESOURCES, INC.

By:

  
Kenneth Biggs

Title: President


Witness:

  
Teresa J. Neal

LESSEE:


LARSEN CELLULAR  
COMMUNICATIONS, LTD.

By:

  
David H. Larsen

Title: President  
Corporate General Partner

Witness:

  
Barbara A. Shorburne

## EXHIBIT A

### Description of Leased Premises

A part of the NE 1/4, of the NE 1/4, Section 2, Township 4S, Range 16E, more particularly described as follows: Commence at the Southeast corner of Lot 6 of Interstate Commerce Center as recorded in Plat Book 5 page 37, in the Public Records of Columbia County, Florida and run N.2 degrees 13 minutes 47 seconds W. along the east line of said Lot 6, a distance of 78.68 feet; thence N. 87 degrees 12 minutes 25 seconds E., 50.0 feet to the point of beginning; thence continue N. 87 degrees 12 minutes 25 seconds E., 235.01 feet; thence N. 2 degrees 13 minutes 47 seconds W., 203.75 feet; thence S. 87 degrees 46 minutes 13 seconds W., 235.00 feet; thence S. 2 degrees 13 minutes 47 seconds E, 206.06 feet to the point of beginning. Columbia County, Florida. 1.10 acres more or less.

A 20.0 foot wide easement for ingress and egress over and across the following described land. Begin at the point of intersection of the centerline of Commerce Center Boulevard and the east property line of Interstate Commerce Center as per Plat thereof recorded in Plat Book 5, page 37, of the Public Records of Columbia County, Florida and run N. 2 degrees 13 minutes 47 seconds W. along said east line, 10.0 ft., thence N. 87 degrees 41 minutes 32 seconds E, 65.63 feet; thence S. 0 degrees 56 minutes 18 seconds E., 254.85 feet; thence S. 87 degrees 46 minutes 13 seconds W., 9.89 feet; thence S. 2 degrees 13 minutes 47 seconds E., 20.0 feet; thence N. 29 degrees 18 minutes 12 seconds W, 22.24 feet; thence N. 0 degrees 56 minutes 18 seconds W, 235.02 feet; thence S. 87 degrees 41 minutes 23 seconds W, 45.17 feet to the said east property line of Interstate Commerce Center; thence N. 2 degrees 13 minutes 47 seconds W., 10.0 feet to the point of beginning.

**EXHIBIT B**

**Title Exception**

Mortgage by Columbia County Resources, Inc., a Florida corporation in favor of Community National Bank dated August 28, 1986 and recorded on August 28, 1986, in OR Book 0600, Page 0274, Public Records of Columbia County, Florida in the principal amount of \$125,000.00.

## EXHIBIT C

### Easement Agreement

It is hereby agreed that COLUMBIA COUNTY RESOURCES, INC. (hereinafter called "Grantor"), for good and valuable consideration paid by LARSEN CELLULAR COMMUNICATIONS, LTD. (hereinafter referred to as "Grantee"), does grant, sell, and convey unto Grantee a non exclusive easement and Right-of-Way for ingress and egress over and across the strip of land identified as "unimproved drive" in the attached site plan for property know as:

[See attached Legal Description]

The Right-of-Way, easement, rights and privileges herein granted shall be used for the purposes of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing cellular transmission towers, products and equipment and vehicular ingress and egress between the paved highway and the property leased by Grantee.

The easement, rights, and privileges herein granted shall be for so long as the lease between Grantor and Grantee remains in effect and shall terminate upon termination of the lease. Grantor hereby binds itself, its heirs, and legal representatives, to warrant and forever defend the above described easement and rights unto Grantee, its successors, and assigns, against every person whom so ever lawfully claiming or to claim the same or any part thereof.

Grantor covenants that it will not convey any other easement or conflicting easement within the area governed by this grant.

This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

Grantee shall have the right to cut and trim trees or shrubbery which may encroach on the easement area herein conveyed, and Grantee shall dispose of all cuttings and trimmings either by piling and burning within the easement area or by loading and hauling away from the premises.

IN WITNESS WHEREOF, this instrument is executed this 15<sup>th</sup> day of May, 1996.

Signed and acknowledged  
in the presence of:

LANDLORD:

COLUMBIA COUNTY RESOURCES, INC.

Brad Wheeler  
Printed Name BRAD WHEELER  
Teres J. Veal  
Printed Name Teres J. Veal

By: Kenneth L. Biggs  
Kenneth L. Biggs, President  
Highway 247, Lake City, FL 32055

TENANT:

LARSEN CELLULAR  
COMMUNICATIONS, LTD.

By: LARSEN CELLULAR  
COMMUNICATIONS, INC., General Partner

Barbara A. Sherburne  
Printed Name BARBARA A. SHERBURNE

Christina Tyndall  
Printed Name Christina Tyndall

By: David H. Larsen  
DAVID H. LARSEN, President  
2180 SR 434 West, Suite 2130, Longwood, FL 32779

STATE OF Florida  
COUNTY OF Columbia

The foregoing instrument was sworn to and subscribed before me  
this 15<sup>th</sup> day of May, 1996 by KENNETH L. BIGGS, President of COLUMBIA  
COUNTY RESOURCES, INC. who:

☒ is personally known to me  
☐ produced \_\_\_\_\_ as  
identification, and who:  
☐ did  
☒ did not  
take an oath.

Debra P. Dees  
Notary Public

My Commission Expires:



Debra P. Dees  
MY COMMISSION # CC518406 EXPIRES  
January 15, 2000  
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF Florida  
COUNTY OF Seminole

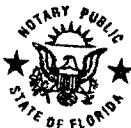
The foregoing instrument was sworn to and subscribed before me  
this 24<sup>th</sup> day of May, 1996 by DAVID H. LARSEN, President of LARSEN  
CELLULAR COMMUNICATIONS, INC., a Florida corporation, General Partner of LARSEN  
CELLULAR COMMUNICATIONS, LTD. who:

☒ is personally known to me  
☐ produced \_\_\_\_\_ as  
identification, and who:  
☐ did  
☒ did not  
take an oath.

Mindy R. Klein  
Notary Public

My Commission Expires:

ease-agr.lrs



MINDY R. KLEIN  
My Commission CC443098  
Expires Mar. 05, 1999

## LEGAL DESCRIPTION

A 20.0 foot wide easement for ingress and egress over and across the following described land. Begin at the point of intersection of the centerline of Commerce Center Boulevard and the east property line of Interstate Commerce Center as per Plat thereof recorded in Plat Book 5, page 37, of the Public Records of Columbia County, Florida and run N. 2 degrees 13 minutes 47 seconds W. along said east line, 10.0 ft., thence N. 87 degrees 41 minutes 32 seconds E, 65.63 feet; thence S. 0 degrees 56 minutes 18 seconds E., 254.85 feet; thence S. 87 degrees 46 minutes 13 seconds W., 9.89 feet; thence S. 2 degrees 13 minutes 47 seconds E., 20.0 feet; thence N. 29 degrees 18 minutes 12 seconds W, 22.24 feet; thence N. 0 degrees 56 minutes 18 seconds W, 235.02 feet; thence S. 87 degrees 41 minutes 23 seconds W, 45.17 feet to the said east property line of Interstate Commerce Center; thence N. 2 degrees 13 minutes 47 seconds W., 10.0 feet to the point of beginning.

## EXHIBIT D

### Leasehold Mortgage Addendum

1. While any Leasehold Mortgage or encumbrance of the Leased Premises is in force, Lessor shall give any such Leasehold Mortgagee a duplicate copy of any and all notices of default or other notices in writing which Lessor may give or serve upon Lessee pursuant to the terms of this Lease, and any such notice shall not be effective until a duplicate copy is actually delivered to such Leasehold Mortgagee at such address as such Leasehold Mortgagee may from time to time designate. Such Leasehold Mortgagee may change its address for notice by written notice delivered to Lessor from time to time.

2. Any such Leasehold Mortgagee, at its option, at anytime before this Lease has been canceled and terminated by Lessor as provided for in this Lease, may pay any of the rents or other sums of money herein stipulated to be paid by Lessee or do any other thing required of the Lessee by the terms of this Lease, and all payments so made and all things so done or performed by any such Leasehold Mortgagee shall be as effective to prevent a termination of the rights of Lessee hereunder as the same would have been if done and performed by Lessee instead of by any such Mortgagee.

3. It is further agreed that Lessor shall not have the right to terminate this Lease for any non-monetary default by Lessee during such time as the Leasehold Mortgagee in good faith with reasonable diligence either attempts to cure such default or commences and thereafter prosecutes with diligence appropriate proceedings for foreclosure or other enforcement of the liens securing such Leasehold Mortgage loan.

4. Any such Leasehold Mortgage so given by if Lessee may, if Lessee so desires, be conditioned to provide that, as between any such Leasehold Mortgage and Lessee, said Leasehold Mortgagee, on making good and correcting any such default or defaults on the part of Lessee, shall be thereby subrogated to any and all of the rights of the person or persons to whom any payment is made by said Leasehold Mortgagee, and to all of the rights of Lessee under the terms and provisions of this Lease, but any such subrogation shall not impair Lessor's rights under this Lease.

5. No such Leasehold Mortgagee shall be or become liable to Lessor as an assignee of this Lease until such time as said Leasehold Mortgage shall by foreclosure or other appropriate proceedings in the nature thereof, or as the result of any other action or remedy provided by such Leasehold Mortgage, or by proper conveyance from Lessee, either acquires the rights and interests of Lessee under the terms of this Lease or actually takes possession of the Leased Premises, in which event the Leasehold Mortgagee shall assume all obligations of Lessee under this Lease, including the obligation in Section 6.01 to remove the improvements and



restore the Leased Premises upon termination of the Lease. Upon such Leasehold Mortgagee assigning such rights and interest to another party or relinquishing such possession, as the case may be, such Leasehold Mortgagee shall have no further liability hereunder.

6. Upon termination of this Lease for any reason other than expiration by the passage of time of the Term, the Leasehold Mortgagee of first priority upon Lessee's leasehold estate shall have the option, upon written notice delivered to Lessor not later than sixty (60) days after receipt of written notice from Lessor of such termination, to elect to receive, in its own name or the name of its nominee or assignee, from Lessor a new lease of the terms and conditions as in this Lease set forth, and Lessor agrees to execute such lease provided said Leasehold Mortgagee shall undertake forthwith to remedy any curable default of Lessee. Any such new lease shall have priority equal to this Lease, and notice of such priority is hereby given.

7. Notwithstanding the provisions of this Lease, it is agreed that as long as there is a mortgage on Lessee's interest in this Lease, the effective termination of this Lease by reason of the occurrence of any of the actions specified herein as events of default or reasons for Lessor to have the right to terminate this Lease shall be postponed provided that (i) within a period one hundred twenty (120) days after such event of default, a Leasehold Mortgagee shall complete the prosecution of a foreclosure proceeding or sale under its mortgage, (ii) all current rentals and other monetary obligations of Lessee under and in connection with this Lease are timely paid in full or complied with, and (iii) title to said leasehold passes in due course (subject, in the case of Lessee's bankruptcy, to delay caused by enjoinder such foreclosure by a bankruptcy court).

8. No amendment or modification of this Lease shall be valid without first obtaining the prior written consent of any leasehold mortgagee or secured party of Lessee's interest in the Leased Premises or property located thereon.

# Lease File Contents

<b>Property Name</b> I 75 US 90/SS		<b>Lease Commenced</b>
<b>Property Address</b> I-75 & US 90 Lake City, FL 32024		
<b>Lessor</b> Lodestar Towers Inc		
<b>Vendor ID</b> 10000073037		<b>Phone #</b>
<b>Contact Name</b>		919-468-0112
<b>Number</b>	<b>Description</b>	<b>Date</b>
<b>Governmental Approvals</b>		
1		
2		
3		
4		
5		
6		
<b>Sublease Agreements</b>		
1		
2		
3		
4		
5		
6		
7		
<b>Environmental, ND&amp;A &amp; Estoppel, Etc.</b>		
1		
2		
3		
4		
5		
<b>Title and Land Use Documentation</b>		
1		
2		
3		
4		
<b>Lease Agreements</b>		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		



Package Reviewer: DLW Logged: ☒ Date Reviewed: 4-8-03 Package Received Date: 4/2/03

☐ New Location ☐ Overlay ☐ 2G ☐ 3G ☐ Easement

Location Name: **I 75 US 90/SS**

Site Acq Vendor Name: **BECHTEL**

Property Name: **I 75 US 90/SS**

*pk as is*

Site Name: **I 75 US 90/SS**

Site Number: **J140**

Property Specialist: **VICKY BECCIA**

Market: **5502 - JACKSONVILLE, FL**

Date Vendor # Ordered: \_\_\_\_\_

Vendor #: 1-73037

Oracle Remit Address: NC CHARLOTT 01

Package Entered into PromIS By: DLW

Date Entered: 4-8-03

Package is: ☐ Accepted ☐ Corrected by PM & Accepted ☐ Non-standard Accepted ☐ Rejected

☐ Accepted Date: \_\_\_\_\_

Reason Rejected: \_\_\_\_\_

Lease:

☐ UnCommenced - Commences on: ☐ Construction ☐ Fixed date

☒ Earlier of construction or 180 days from lease exlc  
9/23/03

☐ Other (describe) N/A

☐ If this is a Master Agreement - MLA date is \_\_\_\_\_

Term Commences: \_\_\_\_\_

Option: Option Period: \_\_\_\_\_

Assignment: ☐ Not processed - Forward to Property Specialist

Amendment: Effective Date of Amendment: \_\_\_\_\_

☐ Rent start date \_\_\_\_\_

☐ Rent not affected

☐ Not processed, No Original Lease - Forward to Property Specialist

Other Notes: executed 3/28/03 Bruce Richardson

\* on time payment for non refund capital contrib.  
of \$1,500 - due upon execution by user

Process the following Letters:

☒ Intro ☐ LL Amendment ☐ LL Option ☐ Agreement Commencement

Attach Original Agreement: ☐ Yes ☐ No

☐ Attach Direct Deposit Form

☐ Order Insurance Certificate

Letters By: DLW

QC By: DLW

*PII attached but comm site info only*  
*L3 FLTX. SSP043082*



2729 Prospect Park Drive  
Rancho Cordova, CA 95670

April 8, 2003

SpectraSite Communications, Inc.  
100 Regency Forest Drive, Suite 400  
Cary, NC 27511

Re: Lease Agreement between Lodestar Towers, Inc. ("Landlord") and AT&T  
Wireless ("Tenant")

ATW Site: I 75 US 90/SS – J140  
LandlordSite: I-75 US 90/FL-0161

Dear Landlord:

In accordance with the terms of the Agreement, AT&T Wireless will notify you upon exercise of the Lease and commencement of rent payments.

Please feel free to contact Vicky Beccia at 561-775-4304 if you have any questions.  
Thank you for leasing with AT&T Wireless.

AT&T Wireless  
Lease Management



Recycled Paper

## ProMIS SITE INFORMATION FORM

### PART TWO

#### COMMUNICATION SITE INFORMATION

COMMENCEMENT DATE: Installation or 9-28-03  
SITE NAME: Columbia County DOT SITE NUMBER: J140  
AMS/OPS SITE NUMBER:        SWITCH:         
CERTIFIED SITE ADDRESS: I-75 and US 90  
CITY: Lake City STATE: FL ZIP: 32024  
COUNTY: Columbia COUNTRY: United States  
NEAREST CROSS STREET: I-75 and US 90  
APPROXIMATE DISTANCE FROM CROSS STREET: At intersection  
GENERAL DIRECTION FROM CROSS STREET:         
IS SITE INSIDE CITY LIMITS?: Yes  
GROUND ELEVATION: 152 FAA LIGHT CODES:         
ST LIGHT CODE:        ST FILE HEIGHT:         
FAA FILE HEIGHT: 190 FAA STUDY NUMBER: 01-ASO-5873-OE  
ST STUDY NUMBER:        NEPA: Not Applicable  
LATITUDE: 30-10-52.572 LONGITUDE: -82-41-24.134  
PRECISION: ☐ NAD27 ☒ NAD83  
CLLI CODE (Obtained by Property Specialist):                                 

#### COMMUNICATION SITE TECHNICAL INFORMATION

TECHNOLOGY TYPE:         
FCC APPLICATION TYPE:         
FCC APPLICATION DATE:         
FCC LICENSE NAME: KNLF212

#### STRUCTURE INFORMATION

ASR NO.         
STRUCTURE TYPE: Collocation STRUCTURE OWNER: Leased  
STRUCTURE HEIGHT:         
MANUFACTURER:        MANUFACTURER SERIAL #:         
MODEL:        ASSET ID:         
NAME OF SURVEYOR:        SURVEY DATE:         
SURVEY COST:         
PLATFORM COUNT:        MAX NO. OF PLATFORMS:         
WILL A MICROWAVE DISH BE INSTALLED ON THE STRUCTURE? NO IF YES, HOW MANY?         
WILL OTHER CARRIERS HAVE ANTENNAS INSTALLED ON THE STRUCTURE? NO

**SHELTER INFORMATION**

SHELTER TYPE: Cabinet

SHELTER MFG: EricssonSHELTER DIMENSIONS: 4X6HVAC CAPACITY: 2 TonsSHELTER WILL CONTAIN: ☒ Separate Meter☐ Sub MeterNAME OF ELECTRIC COMPANY: XXXXACCOUNT NUMBER: XXXXELECTRIC METER NUMBER: XXXXAC GENERATOR TYPE: Equiped with PlugPLUG TYPE: Appleton**PLATFORM INFORMATION**MODEL #: N/AMANUFACTURER: N/ASIZE: N/APLATFORM HEIGHT: N/APLATFORM TYPE: XXXXXX**ANTENNA INFORMATION**ANTENNA TYPE: DirectionalSECTOR TYPE: A - AlphaANTENNA MODEL: XXXXNUMBER OF ANTENNAS PER THIS SECTOR: 1TOTAL NUMBER OF ANTENNAS ON ALL SECTORS: 3FREQUENCY: 1850-1975CHANNELS: 4RAD CENTER: XXXXAZIMUTH: XXXXRAD POWER: 54dBmDOWN TILT: 0COAX SIZE: XXXXMICRODISH COUNT: 0MICRODISH ELEVATION: N/ATIP HEIGHT: XXXXANTENNA TYPE: DirectionalSECTOR TYPE: B - BetaANTENNA MODEL: XXXXNUMBER OF ANTENNAS PER THIS SECTOR: 1TOTAL NUMBER OF ANTENNAS ON ALL SECTORS: 3FREQUENCY: 1850-1975CHANNELS: 4RAD CENTER: XXXXAZIMUTH: XXXXRAD POWER: 54dBmDOWN TILT: 0COAX SIZE: XXXXMICRODISH COUNT: 0MICRODISH ELEVATION: N/ATIP HEIGHT: XXXX

ANTENNA TYPE: Directional                      SECTOR TYPE: C - Gamma  
ANTENNA MODEL: 10  
NUMBER OF ANTENNAS PER THIS SECTOR: 1  
TOTAL NUMBER OF ANTENNAS ON ALL SECTORS: 3  
FREQUENCY: 1850-1975                      CHANNELS: 4  
RAD CENTER:                             AZIMUTH:         
RAD POWER: 54dBm                      DOWN TILT: 0  
COAX SIZE:                             MICRODISH COUNT: 0  
MICRODISH ELEVATION: N/A                      TIP HEIGHT:       

ANTENNA TYPE:                             SECTOR TYPE:         
ANTENNA MODEL:         
NUMBER OF ANTENNAS PER THIS SECTOR:         
TOTAL NUMBER OF ANTENNAS ON ALL SECTORS:         
FREQUENCY:                             CHANNELS:         
RAD CENTER:                             AZIMUTH:         
RAD POWER:                             DOWN TILT:         
COAX SIZE:                             MICRODISH COUNT:         
MICRODISH ELEVATION:                             TIP HEIGHT:       

PREPARED BY: CM

DATE: 4-1-03

Cheryl Marlin  
Site Acquisition Coordinator

LOCATION NAME	Columbia County DOT	FSA FSA 4
MARKET LICENSE NAME	Tampa	
IS THIS ONE OF MULTIPLE AGREEMENTS?	NO	IF YES, TYPE OF LEASE
IS THIS AN AMENDMENT TO AN EXISTING AGREEMENT?	NO	
IF YES, PROPERTY NAME	N/A	IF YES, SITE NUMBER
		N/A
IF THIS IS AN AMENDMENT, PROCEED TO THE AMENDMENT BLOCK		
CALCULATED LIFETIME COST OF LEASE	CALCULATED LIFETIME TARGET COST OF LEASE	MICROWAVE INCENTIVE BONUS
\$ 128,134.00	\$ 128,575.00	0.00 0.00

PROPERTY NAME	Columbia County DOT		
ADDRESS 1	I-74 and US 90		
ADDRESS 2			
CITY	Lake City	STATE	Florida
ZIP	32024	COUNTY	Columbia
		COUNTRY	UNITED STATES
IS AWS REQUIRED TO PAY PROPERTY TAXES?	IF TAXES INCREASE DUE TO AWS PRESENCE		
IF YES, PAYEE NAME	Columbia County Tax Collector	FOLIO/PARCEL NUMBER	
HAS TITLE POLICY BEEN ORDERED?	NO	TITLE POLICY #	Title Opinion Only
NAME OF TITLE INSURER			

RECEIVED  
APR - 2 2003

LANDLORD NAME	Lodestar Towers, Inc.	LL SITE ID	FL-0161
LL PHONE #	919-468-0112	LL TAX ID OR SS #	59-2453432
ADDRESS 1	100 Regency Forest Drive		
ADDRESS 2	Suite 400		
CITY	Cary	STATE	NC
ZIP	27511	COUNTY	
		COUNTRY	UNITED STATES
IS PAYEE DIFFERENT THAN LANDLORD?	YES	(If yes, please provide Payee information)	
PAYEE NAME	Spectrasite Communications, Inc.		
PAYEE TAX ID OR SS #			
ADDRESS 1	100 Regency Forest Drive		
ADDRESS 2	Suite 400		
CITY	Cary	STATE	NC
ZIP	27511	COUNTY	
		COUNTRY	UNITED STATES
CONTACT NAME	Property Management		
ADDRESS 1			
ADDRESS 2			
CITY		STATE	
ZIP		COUNTY	
		COUNTRY	UNITED STATES
CONTACT PHONE #		CONTACT FAX #	

AGREEMENT TYPE	COLLOCATION
EXECUTION DATE (Entered by Package Specialist)	
AGREEMENT COMMENCES UPON	DEFINED DATE
INDICATE DATE, IF COMMENCEMENT DATE IS DEFINED	Install or 180/exec



INITIAL TERM LENGTH 5 yrs NUMBER OF RENEWALS 4  
LENGTH OF RENEWAL TERMS 5 yrs  
DOES THIS AGREEMENT AUTO-RENEW? YES  
# OF DAYS REQUIRED TO RENEW # OF DAYS REQUIRED TO TERMINATE 180  
DOES AWS HAVE A SUBORDINATION AGREEMENT? NO  
IS MEMORANDUM OF LEASE INCLUDED? YES IF NOT, WHY?  
GROSS SQFT OF PREMISES or SIZE OF GROUND LEASE 119  
NET SQFT OF PREMISES (Applies only to buildings)  
IS THIS AGREEMENT ASSIGNABLE OR SUBLETTABLE?

## AFFILIATE:

Assignable	YES	Consent Required NO	Reasonable SILENT	Rating	No restrictions
Sublettable	YES	Consent Required NO	Reasonable SILENT	Rating	No restrictions

## NON-AFFILIATE:

Assignable	YES	Consent Required YES	Reasonable YES	Rating	Obtain LL consent
Sublettable	YES	Consent Required YES	Reasonable YES	Rating	Obtain LL consent

## LIST TYPES AND AMOUNTS OF INSURANCE DEFINED IN AGREEMENT:

TYPE	AMOUNT
GENERAL LIABILITY	2M
AUTOMOTIVE LIABILITY	1M
WORKMAN'S COMP	Legal Limits
PROPERTY & FIRE Employer's Liability	Replacement \$500K

NAME/NAMES OF ADDITIONAL INSURED SpectraSite Communications, Inc.

IS AWS REQUIRED TO PAY A DEPOSIT? NO If yes, please fill in the following deposit fields

TYPE	AMOUNT	REFUND DUE DATE

## TYPE OF SITES ASSOCIATED WITH THIS AGREEMENT

☐ SWITCH SITE☐ RETAIL SITE☐ OFFICE SITE☐ KIOSK SITE

RENT DOLLAR AMOUNT 1,250.00 FREQUENCY OF PAYMENT MONTHLY

OTHER PAYMENTS ASSOCIATED WITH SITE (I.E. Utilities, Option Payment, CAM Charges, etc.)

TYPE	AMOUNT	FREQUENCY
Capital Contribution	\$1,500.00	One time payment

PAYMENT METHOD CHECK

INCREASE ADJUSTMENT Fixed Percentage PERCENTAGE 3.00 % or DOLLAR AMOUNT N/A  
FREQUENCY OF ADJUSTMENT (I.E. Start of renewal term, annual, etc.) Annual  
If Increase is CPI, Indicate Type (I.E. Baltimore, MD (CPI-U)) N/A  
PROJECT NUMBER (For Capital Coding) L3FLJX SSP043082

SITE NAME Columbia County DOT SITE NUMBER 3140  
SWITCH  AMS SITE NUMBER   
CERTIFIED SITE ADDRESS I-74 and US 90  
CITY Lake Cit STATE FL  
ZIP 32024 COUNTY Columbia COUNTRY UNITED STATES  
GROUND ELEVATION 152  
SITE ACCESS HOURS 24/7 RESTRICTIONS (If Any) N/A  
CONTACT NAME Andy Christian  
ADDRESS 1 100 Regency Forest Drive  
ADDRESS 2 Suite 400  
CITY Cary STATE NC  
ZIP 27511 COUNTY  COUNTRY UNITED STATES  
CONTACT PHONE # 352-317-0557 CONTACT FAX #

ADDITIONAL COMMENTS (I.E. Directions to property, non-standard lease language, clarification on payment info)

AMENDMENT INFORMATION

EFFECTIVE DATE OF AMENDMENT

NEW RENT AMOUNT

OTHER INFORMATION IMPACTED BY AMENDMENT

*CM* 4-1-03

# AT&T WIRELESS LEASE CALCULATOR (Version 4.0) FEBRUARY 2003

## Lease Calculator

	<u>15-Years</u>	<u>Annual</u>
Calculated Cost of Lease	\$128,134	\$8,542
Calculated Target Cost of Lease	\$128,975	\$8,598
Total Projected Savings	\$841	\$56

### Bonus / Penalty Information (including Microwave)

Bonus \$28 Contact SDI for Final Decision

Prepared By:

Cheryl Marlin

Date:

4/1/2003

CASPR Milestone on 01/27/03:

020-030

SDI Decision:

Bonus/Penalty Not Applicable

NOTE: Fill out all blue fields, unless otherwise instructed within "Escalation Info"

#### Step 1 Site Acquirer

Bechtel

#### Step 2 Lease Basics

Site Type:

Collocations w/ Carriers/Utilities

Initial Actual Monthly Rent (Exclude microwave):

\$1,250

Is Rental Rate Prenegotiated? Or Combined TDMA/GSM?

No

Or Lease with Strategic Carrier Partner? Or UMTS Site?

Market:

Tampa

FSA

4

Region

Southeast

Free Rent (Total Rent in Dollars):

\$0

Site Number:

933013082A

#### Escalation Info

##### Escalation Type

Step 3

Fixed Percentage

##### Timing

Step 4

Term

##### Amount

Do not enter data here

0%

Enter Fixed Percentage Below

Step 4(a)

3.0%

Do not enter data here

\$0.00

#### Step 5 Basic Lease Cost Information

Equip. Upgrade

##### Timing

##### Amount

E-911

No Cost

\$0

Other Landlord Costs (e.g. legal, bonus)

No Cost

\$0

Option

No Cost

\$0

N/A

\$0

#### Step 6

##### Enhancements

##### Yes/No

Expansion of Permitted Use

Yes

Restoration Required?

No

Right to Sublease

No

#### Step 7

##### Microwave

Microwave Dish

Microwave Dish: No

Rate Prenegotiated

No

Monthly Cost per Diameter Foot

Combined Diameter Feet of All Dishes

No Microwave Incentive

\$0

OM 4-1-03

SITE AGREEMENT  
(Non-Commitment Sites)

THIS SITE AGREEMENT (the "Site Agreement") is made as of the latter signature date hereof (the "Execution Date") by and between **LODESTAR TOWERS, Inc.**, a Florida corporation, (hereinafter referred to as "SpectraSite") and **AT&T WIRELESS SERVICES OF FLORIDA, INC.** a Florida corporation, d/b/a AT&T Wireless (hereinafter referred to as "User"). Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Master Site Agreement between SpectraSite Communications, Inc. and AT&T Wireless Services, Inc., d/b/a AT&T Wireless dated May 28, 1999, as amended (as amended, the "MSA"). The parties agree that except as otherwise set forth herein, the terms and conditions of the MSA shall govern the relationship of the parties under this Site Agreement and the MSA, as may be further amended from time to time, is incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the MSA and this Site Agreement, the terms of this Site Agreement shall govern and control.

1. SpectraSite Site Name/Number: I-75 US 90/FL-0161
2. User Site Name/Number: I75 US 90/J140
3. Name of User: AT&T Wireless Services of Florida, Inc., a Florida corporation
4. Name of Prime Landlord: State of Florida Department of Transportation, an agency of the State of Florida
5. Date of Prime Lease/License: March 25, 1999
6. Site Address: I-75 & US 90  
Lake City, Florida 32024  
County of Columbia
7. Site Latitude and Longitude: 30-10-52.57 N; 82-41-24.13 W
8. Centerline Principal Antenna Height: 170 feet
9. Centerline E911 Antenna Height N/A
10. Base Rent: Fifteen Thousand and No/100 Dollars (\$15,000.00) per year, payable in monthly installments of One Thousand Two Hundred Fifty Dollars (\$1,250.00), subject to an annual three percent (3%) increase, compounded annually. Notwithstanding the foregoing, if the Site Commencement Date does not occur on the first day of a calendar month, the first monthly installment of Base Rent shall include prorated rent from the Site Commencement Date through the last day of the first full calendar month following the Site Commencement Date. The escalation of Base Rent shall occur on the first day of the calendar month immediately following each anniversary of the Site Commencement Date unless the Site Commencement Date is on the first day of a calendar month, in which case such escalation shall occur on each anniversary of the Site Commencement Date.

The above Base Rent differs from the pricing set forth in the MSA as a result of price negotiation for Site Number FL-0161 by and between User and SpectraSite and in consideration of User making a one-time, non-refundable capital contribution payment of **One Thousand Five Hundred and No/100 Dollars (\$1,500.00)**, which is due and payable upon User's execution of this Site Agreement.

11. Site Commencement Date. the earlier of (i) the date User commences the installation of its Equipment on the Tower; or (ii) one hundred and eighty (180) days from the Execution Date of the Site Agreement.

12. Initial Term: five (5) years, subject to adjustment as provided herein, commencing on the Site Commencement Date, and continuing until midnight on the last day of the calendar month in which the fifth (5<sup>th</sup>) anniversary of the Site Commencement Date occurs unless the Site Commencement Date occurs on the first day of a calendar month, in which case the Initial Term shall continue until midnight of the day before the fifth (5<sup>th</sup>) anniversary of the Site Commencement Date.

13. Renewal Term: four (4) five (5) year renewal terms.

14. Square Feet of Ground Space: 119 square feet

15. SpectraSite Contact for Emergencies: TowerSentry  
1-888-498-3667 or 1-800-448-8099

16. SpectraSite Address for Payments: SpectraSite Communications, Inc.  
P O Box 751760  
Charlotte, NC 28275-1760

**\*USER MUST INCLUDE THE SPECTRASITE SITE NUMBER ON EACH RENT CHECK**

17. User Contact for Emergencies: NOC 1-800-832-6662

18. User Address for Notice: AT&T Wireless  
Attn: Lease Management Department  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670  
RE: J140 I75 US 90

With a copy to: AT&T Wireless  
Attn: Legal Department  
11760 North US Highway #1  
West Tower  
North Palm Beach, FL 33408  
RE: J140 I75 US 90

19. Site Specific Provisions:

(a) User's Billing Address

AT&T Wireless  
Attn: Lease Management Department  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670

User's Federal Tax ID #:

(b) Notwithstanding anything to the contrary contained herein or in the MSA, with respect to the rights and obligations of the User and of SpectraSite Communications, Inc. with regard to this Site, LodeStar shall be bound by and benefit from the terms of this Site Agreement and the MSA as fully and completely as if LodeStar had executed the MSA in lieu of SpectraSite Communications, Inc.

(c) User Covenants and Warranty. The undersigned User covenants and warrants to SpectraSite that such User by its execution of this Site Agreement, has the authority and right to enter into the same and to perform the obligations imposed under this Site Agreement and the MSA as incorporated herein.

(d) Notwithstanding anything contained in article 7 of that certain Amended and Restated Third Amendment to Master Site Agreement executed as of December 9, 2002, among AT&T Wireless Services, Inc. d/b/a AT&T Wireless, Telecorp Realty L.L.C., Tritel Communications, Inc. and SpectraSite Communications, Inc., the Base Rent set forth on this Site Agreement is in contemplation of the specific amount of Equipment and Ground Space reflected on the Site Application or abstract thereof attached hereto, and SpectraSite reserves the right to increase the Base Rent should User increase or modify the Equipment to be located on the Site pursuant to a Relo / Reconfig Application.


20. Binding Agreement: This Site Agreement shall become valid and binding only upon SpectraSite's execution by its duly authorized representative.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the signature date set forth below.

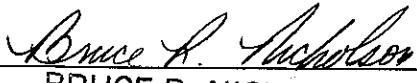
SPECTRASITE:

LODESTAR TOWERS, INC., a Florida corporation

By:   
Printed Name: David Pierce  
Title: Director, Collocation  
Signature Date: 3/28/03 A Duly Authorized Individual

USER:

AT&T WIRELESS SERVICES OF FLORIDA, INC., a Florida corporation, d/b/a AT&T Wireless

By:   
Printed Name: BRUCE R. NICHOLSON  
Title: Implementation Manager  
Signature Date: 3/27/03

ATTACHMENTS:

Exhibit "A" Site Information Sheet  
Exhibit "A-1" Prime Lease/License Agreement  
Exhibit "B" User's Ground Space and Tower Space  
Exhibit "C" User's Tower Equipment and Ground Equipment  
Exhibit "D" Notice of Installation of User's Equipment  
Exhibit "E" Current Communication Users of the Site (including frequencies or frequency bands)

## EXHIBIT "A"

### Site Description

Site Name:	I-75 US 90	MSA/RSA/MTA/BTA:	
Site Number:	FL-0161	Site Address:	I-75 & US 90
			Lake City, Florida 32024
			County of Columbia

### Legal Description of Property:

All that lot, piece or parcel of land situate, lying and being in Section 35, Township 3 South, Range 16 East, Columbia County, Florida, the same being a portion of the area commonly known as interstate Route 75 and U.S. 90 and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of the Northwest  $\frac{1}{4}$  of said Section 35; thence S  $06^{\circ} 11' 30''$  W for 1624.03 feet along the West line of said Northwest  $\frac{1}{4}$  of Section 35 to a point of intersection with the CENTERLINE OF SURVEY of State Road Number 93 (Interstate 75), according to the Florida Department of Transportation Right of Way Map, Section 29180-2401, last revised January 25, 1980; thence departing said West line of the Northwest  $\frac{1}{4}$  of Section 35, S  $24^{\circ} 45' 30''$  E for 2131.70 feet along said CENTERLINE OF SURVEY; thence departing said CENTERLINE OF SURVEY S  $65^{\circ} 14' 32''$  W for 195.28 feet to the POINT OF BEGINNING also being the most Southeasterly corner of the Subject Property, having for its coordinates a Northing of 434113.558 feet and Easting of 2540376.864 feet (The Preceding and following coordinates values being based on the North American Datum (NAD) 1983/1990 adjustment for the State Plane Coordinate System of the Florida North Zone); thence S  $74^{\circ} 50' 05''$  W along the Southerly Boundary Line of the Subject Property for 30.00 feet to the most Southwesterly Corner of the Subject Property, having for its coordinates a Northing of 434105.710 feet and an Easting of 2540347.909 feet; thence N  $15^{\circ} 09' 55''$  W along the Westerly Boundary Line of the Subject Property for 50.00 feet to the most Northwesterly Corner of the Subject Property having for its coordinates a Northing of 434153.968 feet and an Easting of 2540334.829 feet; thence N  $74^{\circ} 50' 05''$  E along the Northerly Boundary Line of the Subject Property for 30.00 feet to the most Northeasterly Corner of the Subject Property, having for its coordinates a Northing of 434161.817 feet and an Easting of 2540363.784 feet; thence S  $15^{\circ} 09' 55''$  E along the Easterly Boundary Line of the Subject Property for 50.00 feet to the POINT OF BEGINNING.

Said Parcel contains 1,500 square feet or 0.03 acres, more or less, by calculation.

### Legal Description of Access and Utility Easement:

Access is gained from US 90 Exit Ramp, across Parent Tract to Lease Area.



EXHIBIT "A-1"

Prime Lease/License Agreement

(Subject to redaction)

See Attached

*Prepared by and Return to:*

**TITLE & RECORDATION DEPARTMENT**

Site No.: FL-0161

SpectraSite Communications, Inc.

100 Regency Forest Drive, Suite 400

Cary, North Carolina 27511

*Send tax bills to:*

**PROPERTY MANAGEMENT DEPARTMENT**

Site No.: FL-0161

SpectraSite Communications, Inc.

100 Regency Forest Drive, Suite 400

Cary, North Carolina 27511

---

(Recorder's Use Above this Line)

**STATE OF FLORIDA**

**COUNTY OF COLUMBIA**

**MEMORANDUM OF AGREEMENT**

**THIS MEMORANDUM OF AGREEMENT** ("Memorandum") is made and entered into this 7th day of March 2003 by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, ("**Lessor**"), and **LODESTAR TOWERS, INC.**, duly authorized and existing under the laws of the State of Florida, and authorized to do business in the State of Florida ("**Lessee**").

1. Lessor and Lessee entered into that certain State of Florida Department of Transportation Lease and Operating Agreement for Commercial Wireless Communications dated March 25, 1999 (the "Agreement"), for certain real property and easements as described in Exhibit A attached hereto (collectively, the "Premises"), which are a portion of that certain parcel of real property owned by Lessor located in the County of Columbia, State of Florida, as described in Exhibit B attached hereto (the "Land").
2. The Agreement commenced on March 25, 1999 for a term of thirty (30) years.
3. Notwithstanding anything to the contrary in the Agreement, the description of the Premises shall be as shown on Exhibit A attached hereto and incorporated herein by reference.
4. The purpose of this Memorandum is to give record notice of the Agreement and of the rights created thereby, all of which are hereby confirmed. The terms of the Agreement are incorporated herein by reference.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have executed this Memorandum under seal as of the date first set forth above.

WITNESS:

Michael Chatwood  
Print Name: Michael Chatwood

Terry A. Posey  
Print Name: TERRY A. POSEY

LESSOR:

STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION, an agency of the  
state of Florida

By: J.N. Adams (Seal)  
Print Name: J.N. ADAMS  
Its: TELECOM ADMINISTRATOR  
Date: 2.14.03

State of Florida

County of Leon

Before me, Lisa B. Hapney the undersigned, a Notary Public for the State, personally appeared J.N. Adams, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the persons executed the instrument

WITNESS my hand and official seal, this 14th day of February, 2003.

Lisa B. Hapney  
Notary Public

My Commission expires: 5/14/2006



NOTARY SEAL

WITNESS:

Cynthia P. Matthews  
Print Name: Cynthia P. Matthews

Sherrie A. Dunning  
Print Name: SHERRIE A. DUNNING

LESSEE:

LODESTAR TOWERS, INC.

By: [Signature]  
Print Name: Daniel E. Rebeor  
Title: Director Real Estate Operations  
a Duly Authorized Individual  
Date:

ATTEST:

By: [Signature]  
Print Name: Dennis Jay Sargent, Jr.  
Assistant Secretary

[AFFIX CORPORATE SEAL]

State of North Carolina

County of Wake


Before me, SHERRIE A. DUNNING the undersigned, a Notary Public for the State, personally appeared Daniel E. Rebeor, who is the Director Real Estate Operations a Duly Authorized Individual of **Lodestar Towers, Inc.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal this 7th day of March, 2003.

NOTARY SEAL

Signature Sherrie A. Dunning

My commission expires:

 Sherrie A. Dunning  
NOTARY PUBLIC  
COUNTY OF WAKE  
Commission Expires 7/30/2005

**EXHIBIT A**  
**PREMISES**

Attached to and made a part of that Memorandum of Agreement between STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, Lessor and LODESTAR TOWERS, INC., Lessee.

The Premises are described and depicted as follows:

LEGAL DESCRIPTION:

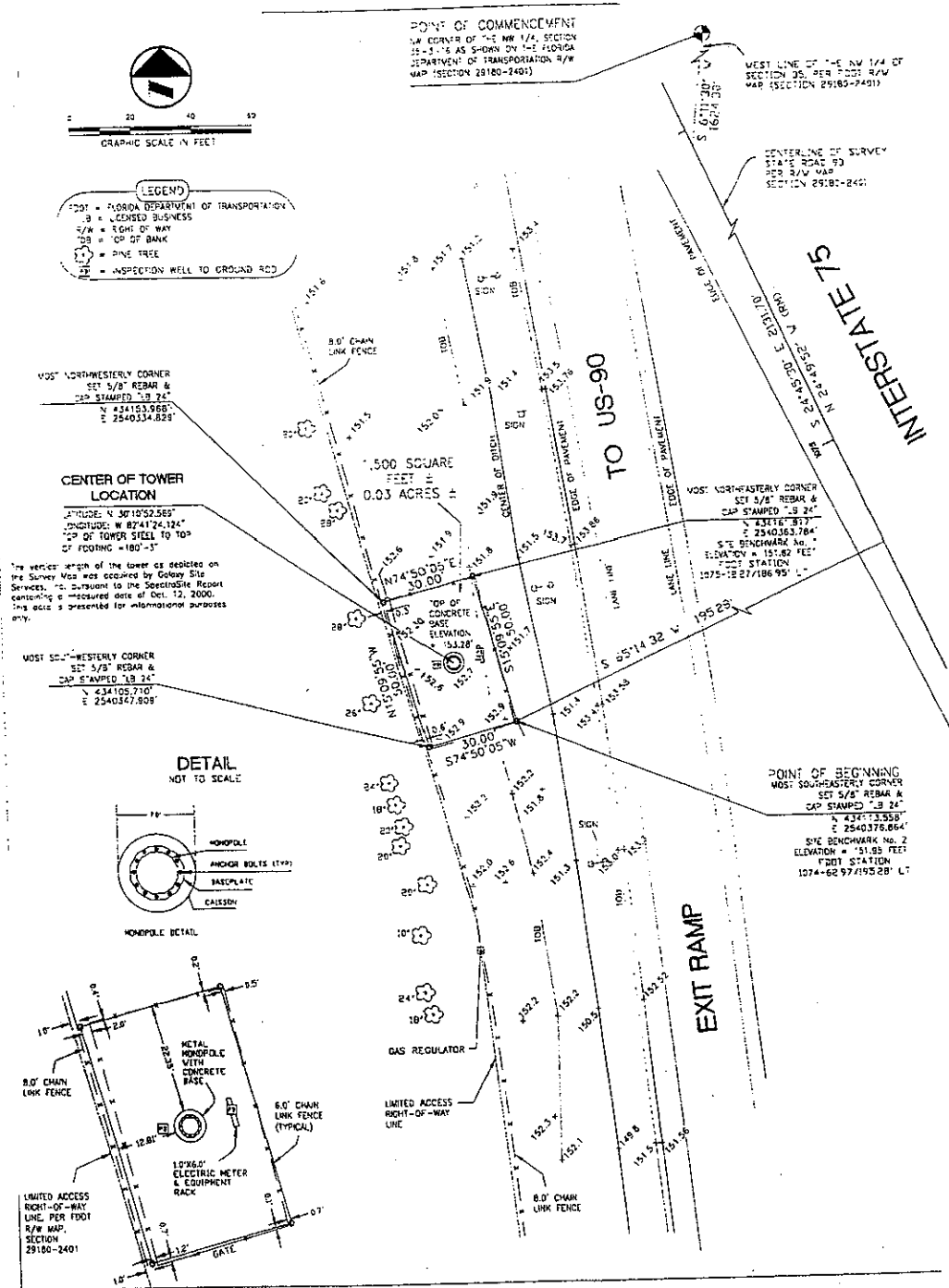
All that lot, piece or parcel of land situate, lying and being in Section 35, Township 3 South, Range 16 East, Columbia County, Florida, the same being a portion of the area commonly known as Interstate Route 75 and U.S. 90 and being more particularly described by metes and bounds as follows:

Commence at the Northwest corner of the Northwest 1/4 of said Section 35; thence S 6°11'30" W for 1624.03 feet along the West line of said Northwest 1/4 of Section 35 to a point of intersection with the CENTERLINE OF SURVEY of State Road Number 93 (Interstate 75), according to the Florida Department of Transportation Right of Way Map, Section 29180-2401, last revised January 25, 1980; thence departing said West line of the Northwest 1/4 of Section 35, S 24°45'30" E for 2131.70 feet along said CENTERLINE OF SURVEY; thence departing said CENTERLINE OF SURVEY S 65°14'32" W for 195.28 feet to the POINT OF BEGINNING also being the most Southeasterly corner of the Subject Property, having for its coordinates a Northing of 434113.558 feet and an Easting of 2540376.864 feet (The Preceding and following coordinates values being based on the North American Datum (NAD) 1983/ 1990 adjustment for the State Plane Coordinate System of the Florida North Zone.); thence S 74°50'05" W along the Southerly Boundary Line of the Subject Property for 30.00 feet to the most Southwesterly Corner of the Subject Property, having for its coordinates a Northing of 434105.710 feet and an Easting of 2540347.909 feet; thence N 15°09'55" W along the Westerly Boundary Line of the Subject Property for 50.00 feet to the most Northwesterly Corner of the Subject Property having for its coordinates a Northing of 434153.968 feet and an Easting of 2540334.829 feet; thence N 74°50'05" E along the Northerly Boundary Line of the Subject Property for 30.00 feet to the most Northeasterly Corner of the Subject Property, having for its coordinates a Northing of 434161.817 feet and an Easting of 2540363.784 feet; thence S 15°09'55" E along the Easterly Boundary Line of the Subject Property for 50.00 feet to the POINT OF BEGINNING. Said Parcel contains 1,500 square feet or 0.03 acres, more or less, by calculation.

# EXHIBIT A PREMISES

Attached to and made a part of that Memorandum of Agreement between STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, Lessor and LODESTAR TOWERS, INC., Lessee.

The Premises are described and depicted as follows:



**EXHIBIT B**  
**LAND**

**Attached to and made a part of that Memorandum of Agreement between STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, Lessor and LODESTAR TOWERS, INC., Lessee.**

The Land is described and depicted as follows:

**LEGAL DESCRIPTION:**

All that lot, piece or parcel of land situate, lying and being in Section 35, Township 3 South, Range 16 East, Columbia County, Florida, the same being a portion of the area commonly known as Interstate Route 75 and U.S. 90 and being more particularly described by metes and bounds as follows:

Commence at the Northwest corner of the Northwest 1/4 of said Section 35; thence S 6°11'30" W for 1624.03 feet along the West line of said Northwest 1/4 of Section 35 to a point of intersection with the CENTERLINE OF SURVEY of State Road Number 93 (Interstate 75), according to the Florida Department of Transportation Right of Way Map; Section 29180-2401, last revised January 25, 1980; thence departing said West line of the Northwest 1/4 of Section 35, S 24°45'30" E for 2131.70 feet along said CENTERLINE OF SURVEY; thence departing said CENTERLINE OF SURVEY S 65°14'32" W for 195.28 feet to the POINT OF BEGINNING also being the most Southeasterly corner of the Subject Property, having for its coordinates a Northing of 434113.558 feet and an Easting of 2540376.864 feet (The Preceding and following coordinates values being based on the North American Datum (NAD) 1983/ 1990 adjustment for the State Plane Coordinate System of the Florida North Zone.); thence S 74°50'05" W along the Southerly Boundary Line of the Subject Property for 30.00 feet to the most Southwesterly Corner of the Subject Property, having for its coordinates a Northing of 434105.710 feet and an Easting of 2540347.909 feet; thence N 15°09'55" W along the Westerly Boundary Line of the Subject Property for 50.00 feet to the most Northwesterly Corner of the Subject Property having for its coordinates a Northing of 434153.968 feet and an Easting of 2540334.829 feet; thence N 74°50'05" E along the Northerly Boundary Line of the Subject Property for 30.00 feet to the most Northeasterly Corner of the Subject Property, having for its coordinates a Northing of 434161.817 feet and an Easting of 2540363.784 feet; thence S 15°09'55" E along the Easterly Boundary Line of the Subject Property for 50.00 feet to the POINT OF BEGINNING. Said Parcel contains 1,500 square feet or 0.03 acres, more or less, by calculation.

Lease

#1

20



## Florida Department of Transportation

JEB BUSH  
GOVERNOR

THOMAS F. BARRY, JR.  
SECRETARY

June 15, 1999

**SUBJECT: Leasing of DOT Sites for Commercial Wireless Facilities - Lodestar/Florida  
Department of Transportation 30-Year Agreement**

To Whom It May Concern:

This correspondence is to let you know about the Florida Department of Transportation's 30-year contract with Lodestar Towers, Inc. to develop wireless facilities within the Department's rights-of-way. This contract was executed by the Department on March 25, 1999. It will be Lodestar's responsibility to identify, inventory, coordinate, advertise, market, and negotiate wireless sites to the wireless industry for over 2,000 miles of the Department's limited access rights-of-way. Lodestar's principal responsibility will be to represent the Department's interests as a wireless general manager in these wireless endeavors. This contract is being administered by Lodestar's Project Manager, Mr. Dale Perryman, who may be reached at 218 U.S. Highway #1, Suite 300, Tequesta, Florida, 33469 or by telephone at (561) 748-9300. Mr. Perryman's fax number is (561) 748-8555.

Please do not hesitate to contact me if you should have any questions about the Florida Department of Transportation/Lodestar Towers, Inc. contract, or Mr. Perryman if you should have any questions about wireless sites.

Sincerely,

Chester H. Chandler, P.E.

ITS Director  
Florida Department of Transportation - Turnpike District

CHC/er

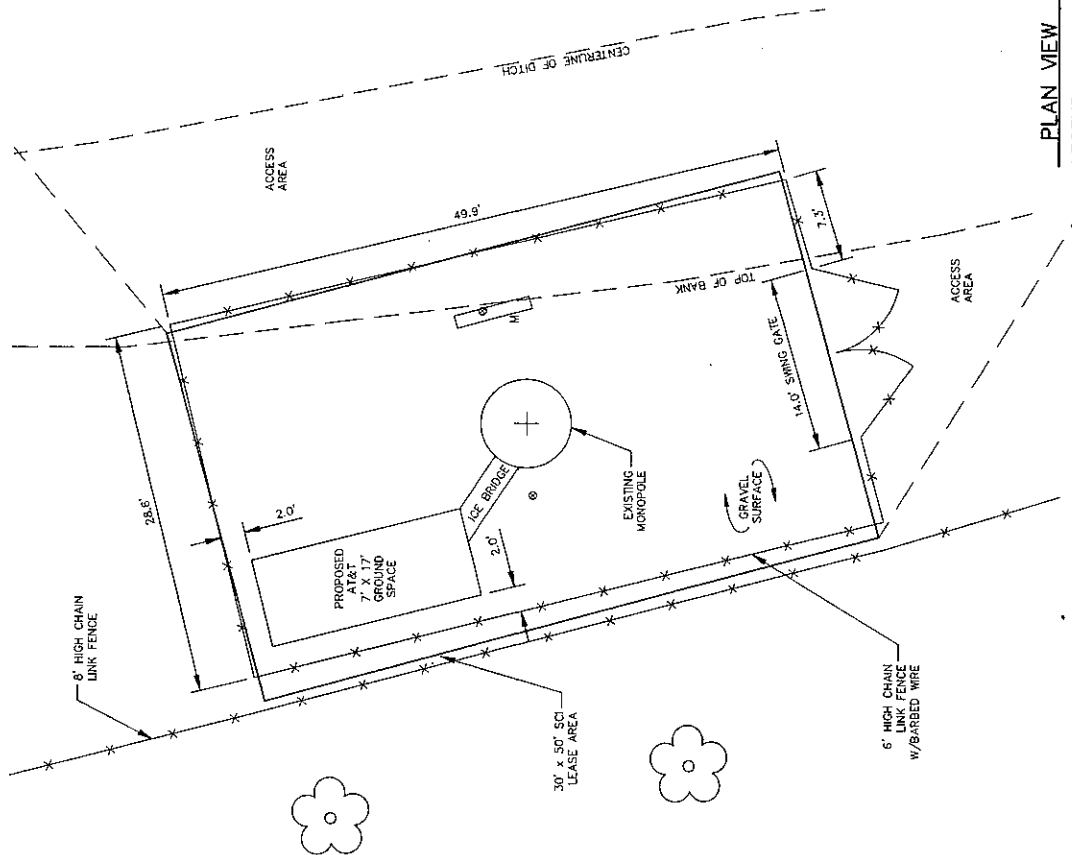


EXHIBIT "B"

User's Ground Space and Tower Space

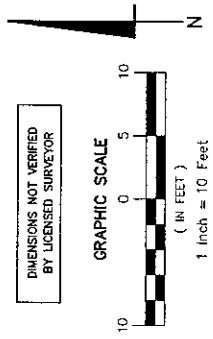
See Attached

# EXHIBIT "B"



## PLAN VIEW

- LEGEND:**
- ⊕ GROUNDING TEST WELL
  - T TELEPHONE HOOK-UP
  - C GENERATOR RECEPTACLE
  - E ELECTRICAL SERVICE DISCONNECT
  - M METER
  - TD TELCO DEMARK
  - IB ICE BRIDGE
  - PP POWER POLE



DIMENSIONS NOT VERIFIED  
BY LICENSED SURVEYOR

NO.	BY	DATE
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## MASTER SITE PLAN

SpectraSite

400 REGENCY FOREST DRIVE  
CARY, NORTH CAROLINA 27511

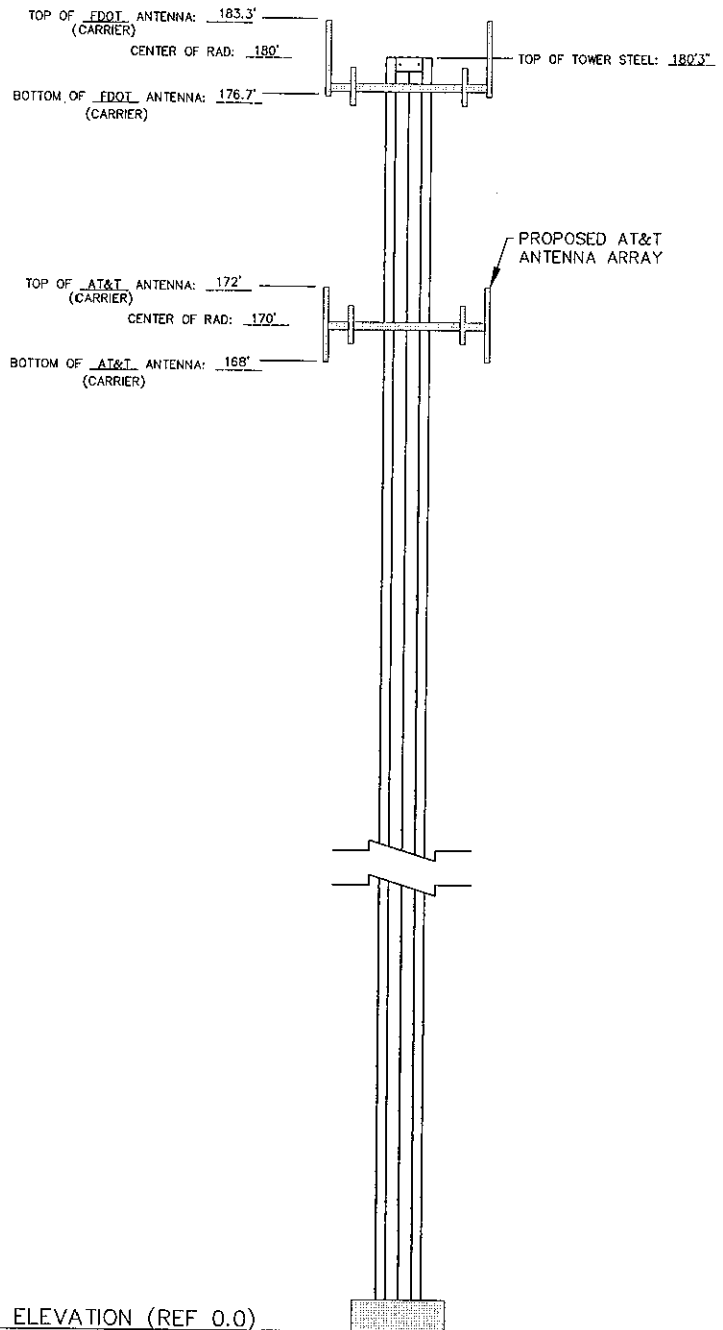
1-75 US 90 [FL-0161]

DATE	BY	APPROVED	DATE	EXHIBIT PURPOSES ONLY	DRAWING NO.
			8/6/01	NOT FOR CONSTRUCTION	SP1

NOTE: THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY OF THE PROPERTY ONCE IT IS RECEIVED BY LICENSEE.

CARRIER FLORIDA DOT			
ANTENNA/MOUNT TYPE/CABLE SCHEDULE			
SECTOR	1	2	3
AZIMUTH	0°		
CABLE SIZE	1/2"		
NUMBER OF CABLES	2		
ANTENNA TYPE	OMNI		
MOUNT TYPE	STANDOFF		
ANTENNA MFG.	DECIBEL		
ANTENNA MODEL	DB224		
NUMBER OF ANTENNAS	2		

PROPOSED AT&T			
CARRIER AT&T			
ANTENNA/MOUNT TYPE/CABLE SCHEDULE			
SECTOR	1	2	3
AZIMUTH	100°	220°	340°
CABLE SIZE	1-5/8"	1-5/8"	1-5/8"
NUMBER OF CABLES	8	8	8
ANTENNA TYPE	PANEL	PANEL	PANEL
MOUNT TYPE	SECTOR	SECTOR	SECTOR
ANTENNA MFG.	ARC	ARC	ARC
ANTENNA MODEL	PCS-DS-16-09007		
NUMBER OF ANTENNAS	4	4	4



## MONOPOLE TOWER ELEVATION

NOT TO SCALE

DIMENSIONS NOT VERIFIED  
BY LICENSED SURVEYOR

DWG No.	FL-0161				
DATE:	08/08/01				
REV.	0				
DRAWN	QA/QC				
MP		1 JTP	ADDED AT&T COLLO	8/12/01	
		NO. BY	REVISION	DATE	

**SPECTRASITE COMMUNICATIONS**  
400 REGENCY FOREST DR.  
CARY, NC 27511

I-75 US 90  
FL-0161

TOWER ELEVATION  
SHEET 2 OF 2

EXHIBIT "C"

User's Tower Equipment and Ground Equipment

See attached Site Application or abstract thereof



# Collocation Equipment Schedule

Site Number: FL-0161 Site Name: I75 US90 Carrier: AT&T Wireless

ANTENNAS					
Sector	Sector 1	Sector 2	Sector 3	Sector 4	AUX
Desired Rad Center (ft AGL)	170'	170'	170'		
Antenna Quantity	4	4	4		
Antenna Manufacturer	Arc Wireless	Arc Wireless	Arc Wireless		
Antenna Model (Attach Spec Sheet)	PCS-DS-16-09007	PCS-DS-16-09007	PCS-DS-16-09007		
Weight (lbs per antenna)	10.2lb	10.2lb	10.2lb		
Antenna Dimensions (HxWxD) (in)	48 x 8.3 x 2.1	48 x 8.3 x 2.1	48 x 8.3 x 2.1		
ERP (watts)	54DBM	54DBM	54DBM		
Antenna Gain (dB)	16.2 dBi	16.2 dBi	16.2 dBi		
Orientation/Azimuth (Degrees)	100	220	340		
Mechanical Tilt	na	na	na		
Channels	na	na	na		
Mount Mfg and Model (Attach Spec Sheet)	tbd	tbd	tbd		
Tower Mount Mounting Height (On Tower)	170'	170'	170'		
Transmit Frequency (MHz)	1970-1975	1970-1975	1970-1975		
Receive Frequency (MHz)	1890-1895	1890-1895	1890-1895		
Number of Coax Cables (PER ANTENNA)	2	2	2		
Diameter of Coax Cables (in)	1 5/8	1 5/8	1 5/8		
Type of Service (i.e CDMA, GSM, TDMA, PAGING):	GSM				

Please Note: "AUX" can be used for Microwave, TTA, LNA, or GPS antenna information.

## GROUND SPACE REQUIREMENTS

Equipment Enclosure Type:	<input checked="" type="checkbox"/> BTS Cabinets/Number of BTS Cabinets: <input type="checkbox"/> Outdoor Shelter Other:	
Total Ground Lease Area Dimensions (HxWxD)(ft):	7' x 17' per master	
Cabinet/BTS/Shelter Dimensions (HxWxD)(ft):	TBD	
Concrete Pad Dimensions (HxWxD)(ft):	TBD	
Cabinet/Shelter Manufacturer/Model:	Nokia UltraSite 1900	

## POWER REQUIREMENTS

AC Power:		Required Voltage and Total Amperage:	120 / 240 volts 200 amp
Electrical Service Provider:	TBD	Electrical Service Telephone Number:	TBD
Is a multi-tenant meter rack present:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
How many, if any, empty meter banks are present:			

## GENERATOR INFORMATION

Generator Ground Space Requirement (HxWxD)(ft):	NA	Fuel Type (Natural Gas, Diesel):	
Generator Owner (Applicant/Tenant, SpectraSite):		Fuel Tank Location:	<input type="checkbox"/> Attached <input type="checkbox"/> Separate <input type="checkbox"/> None
Capacity (KW):		Fuel Tank Size (Gallons):	

EXHIBIT "D"

Notice of Installation of User's Equipment

Date:

SpectraSite Communications, Inc.  
100 Regency Forest Drive, Suite 400  
Cary, NC 27511

Attn: Collocation Management

RE: Site Agreement between SpectraSite and AT&T Wireless Services of Florida, Inc., a Florida corporation, d/b/a AT&T Wireless, at

SpectraSite's Tower #:	FL-0161
SpectraSite's Tower Name:	I-75 US 90
SpectraSite's Tower Address:	I-75 & US 90 Lake City, Florida 32024 County of Columbia

Dear Collocation Management:

Pursuant to Section 6 (b) of the Master Site Agreement, this letter serves to advise you that to AT&T Wireless Services of Florida, Inc., a Florida corporation, d/b/a AT&T Wireless, commenced the installation of its Equipment on the Site on the above-referenced property on \_\_\_\_\_, 200\_.

Sincerely,

AT&T Wireless Services of Florida, Inc., a Florida corporation, d/b/a AT&T Wireless

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature Date: \_\_\_\_\_

EXHIBIT "E"

CURRENT COMMUNICATION USERS OF THE SITE  
(including frequencies or frequency band)

[to be provided and attached by User]