

Prepared by and Return to:

Jacalyn L. Midlarsky
Jacalyn L. Midlarsky
SBA Properties, Inc.
One Town Center Road
Third Floor
Boca Raton, Florida 33486
561-995-7670

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made and entered into as of the 1st day of June, 2000 ("Transfer Date") by SBA TOWERS, INC., a Florida corporation, having an address of One Town Center Road, 3rd Floor, Boca Raton, Florida 33486, ("Assignor/Grantor"), to SBA PROPERTIES, INC., having an address of One Town Center Road, 3rd Floor, Boca Raton, Florida 33486 ("Assignee/Grantee").

Preliminary Statement:

Assignor/Grantor is the owner of a leasehold estate evidenced by the document(s) more particularly described in Schedule A (the "Leasehold Interest") upon the parcel(s) of real property more particularly described in Schedule B (the "Leased Land") respectively, attached hereto and made a part hereof.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. As of the Transfer Date, Assignor hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Lease to Assignee and its successors and assigns. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), arising out of or in any way related to the Ground Lease prior to the Transfer Date or which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

2. ACCEPTANCE OF ASSIGNMENT. Assignee, as of the Transfer Date, hereby

IL01599-B/Techny Rd.

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accepts the foregoing assignment of the Ground Lease and assumes all of the Assignor's obligations under the Ground Lease which arise or relate to the period after the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Ground Lease on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. ARBITRATION. Any controversy or claim between Assignor and Assignee with respect to the subject matter of this Assignment, including any controversy or claim arising out of an alleged tort, will be determined by binding arbitration in accordance with the Federal Arbitration Act (or if not applicable, the applicable state law) and the Rules of Practice and Procedure for the Arbitration of Commercial Disputes of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). Judgment upon any arbitration award may be entered into in any court having jurisdiction. Any party to this Assignment may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim under this Assignment in any court having jurisdiction over such action. The arbitration will be conducted in Palm Beach County, Florida and administered by JAMS, who will appoint the arbitrator. If JAMS is unable or legally precluded from administering the arbitration, then the American Arbitration Association will serve. All arbitration hearings will commence within 90 days of the demand for arbitration. Further, the arbitrator will only upon a showing of cause, be permitted to extend the commencement of such hearing for up to an additional 60 days.

4. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration between Assignor and Assignee arising out of this Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys fees and costs.

5. BINDING EFFECT. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

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

7. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8. ASSIGNMENT OF OTHER AGREEMENTS. Assignee expressly acknowledges that this Assignment is subject to all existing subleases affecting the Leasehold Interest and the Leased Land, including, without limitation, existing antenna site agreements and other subleases executed prior to the Transfer Date.

As of the Transfer Date, Assignor hereby assigns, transfers and conveys over unto

Assignee and its successors and assigns, all of its right, title, claim and interest in, to and under all antenna site agreements, leases, subleases, or other agreements, if any, existing as of the Transfer Date, relating to the use, occupancy or possession of the Leased Land (the "Existing Colocation Agreements").

By virtue of the foregoing assignment, commencing on the Transfer Date, Assignee shall receive all rents payable under the Existing Colocation Agreements.

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

Witnesses:

D. Knudsen
Print Name: D. KNUDSEN

S. Brown
Print Name: S. Brown

Witnesses:

Jacalyn L. Miodarsky
Print Name: Jacalyn L. Miodarsky

Cathleen J. Cullen
Print Name: CATHLEEN J. Cullen

ASSIGNOR:

SBA TOWERS, INC., a Florida corporation

By: *Alyssa Houlihan*
Alyssa Houlihan
Director of Leasing

ASSIGNEE:

SBA PROPERTIES, INC., a Florida corporation

By: *Theresa Nick Breskin*
Theresa Nick Breskin
Vice President

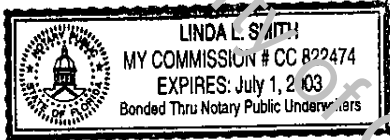
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STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

On this 15 day of June, 2000, before me, duly commissioned, qualified and acting within and for the said county and state, appeared in person the within named ALYSSA HOULIHAN, to me personally well known, who stated that she is the Director of Leasing of SBA Towers, Inc. a Florida corporation, and that she is duly authorized in her respective capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that she has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15 day of June, 2000.



Linda L. Smith
Notary Public
Print Name: _____
My Commission Expires: _____
(NOTARY SEAL)

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

On this 15 day of June, 2000, before me, duly commissioned, qualified and acting, within and for the said county and state, appeared in person the within named THERESA NICK BRESKIN, to me personally well known, who stated that she is the Vice President of SBA Properties, Inc. a Florida corporation, and that she is duly authorized in her respective capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that she has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15 day of June, 2000.



Linda L. Smith
Notary Public
Print Name: _____
My Commission Expires: _____

(NOTARY SEAL)

SCHEDULE A

Description of Leasehold Interest

That certain lease agreement evidenced by the Assignment and Assumption of Site Agreement, dated as of September 29, 1999, by and between Southwestern Bell Mobile Systems, Inc. d/b/a Cellular One -- Chicago, as assignor, and SBA Towers, Inc. as assignee, and recorded with the Register of Deeds, Cook County, Illinois, on January 31, 2000, as Document number 00076592, and all amendments and modifications thereto (collectively, the "Ground Lease").

Property of Cook County Clerk's Office

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SCHEDULE B

Description of the Leased Land

REAL ESTATE DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION FIFTEEN, TOWNSHIP FORTY-TWO NORTH, RANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST AND WEST CENTER LINE OF SAID SECTION, 82.8 FT. EAST OF THE CENTER OF SAID SECTION; THENCE SOUTH 89°-49'-23" WEST PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION FIFTEEN, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE DES PLAINES VALLEY RAILROAD COMPANY (NOW CHICAGO AND NORTHWESTERN COMPANY) AND SAID WESTERLY RIGHT OF WAY LINE, BEING THE WESTERLY LINE OF PREMISES CONVEYED TO SAID DES PLAINES VALLEY RAILROAD COMPANY BY WARRANTY DEED FROM ANNA TEADE RECORDED DECEMBER 8, 1914 AS DOCUMENT NO. 6444184 FOR THE POINT OF BEGINNING; THENCE NORTH 34°-44'-44" EAST, BEING AN ASSUMED BEARING ON SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 78.26 FT.; THENCE NORTH 89°-49'-23" EAST PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION FIFTEEN, A DISTANCE OF 26.8 FT.; THENCE NORTH 89°-49'-37" WEST, PERPENDICULAR TO THE DESCRIBED COURSE, A DISTANCE OF 46.8 FT.; THENCE SOUTH 89°-49'-33" WEST, PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION FIFTEEN, A DISTANCE OF 77.78 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT FOR CONSTRUCTION

04-15-400-D13

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION FIFTEEN, TOWNSHIP FORTY-TWO NORTH, RANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST AND WEST CENTER LINE OF SAID SECTION, 82.8 FT. EAST OF THE CENTER OF SAID SECTION; THENCE SOUTH 89°-49'-23" WEST PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION FIFTEEN, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE DES PLAINES VALLEY RAILROAD COMPANY (NOW CHICAGO AND NORTHWESTERN COMPANY) AND SAID WESTERLY RIGHT OF WAY LINE, BEING THE WESTERLY LINE OF PREMISES CONVEYED TO SAID DES PLAINES VALLEY RAILROAD COMPANY BY WARRANTY DEED FROM ANNA TEADE RECORDED DECEMBER 8, 1914 AS DOCUMENT NO. 6444184; THENCE NORTH 34°-44'-44" EAST, BEING AN ASSUMED BEARING ON SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 78.26 FT.; THENCE NORTH 89°-49'-23" EAST PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION FIFTEEN, A DISTANCE OF 26.8 FT. TO THE POINT OF BEGINNING; THENCE NORTH 89°-49'-37" WEST, PERPENDICULAR TO THE DESCRIBED COURSE, A DISTANCE OF 46.8 FT.; THENCE NORTH 89°-49'-33" EAST, PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION FIFTEEN, A DISTANCE OF 68.8 FT.; THENCE SOUTH 89°-49'-33" EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 46.8 FT.; THENCE SOUTH 89°-49'-33" WEST, PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION FIFTEEN, A DISTANCE OF 68.8 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT FOR INGRESS AND EGRESS

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION FIFTEEN, TOWNSHIP FORTY-TWO NORTH, RANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST AND WEST CENTER LINE OF SAID SECTION, 82.8 FT. EAST OF THE CENTER OF SAID SECTION; THENCE SOUTH 89°-49'-23" WEST PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION FIFTEEN, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE DES PLAINES VALLEY RAILROAD COMPANY (NOW CHICAGO AND NORTHWESTERN COMPANY) AND SAID WESTERLY RIGHT OF WAY LINE, BEING THE WESTERLY LINE OF PREMISES CONVEYED TO SAID DES PLAINES VALLEY RAILROAD COMPANY BY WARRANTY DEED FROM ANNA TEADE RECORDED DECEMBER 8, 1914 AS DOCUMENT NO. 6444184; THENCE NORTH 34°-44'-44" EAST, BEING AN ASSUMED BEARING ON SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 78.26 FT.; THENCE NORTH 89°-49'-23" EAST PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION FIFTEEN, A DISTANCE OF 26.8 FT. TO THE POINT OF BEGINNING; THENCE NORTH 89°-49'-37" WEST, PERPENDICULAR TO THE DESCRIBED COURSE, A DISTANCE OF 16.8 FT.; THENCE NORTH 89°-49'-23" EAST, PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION FIFTEEN, A DISTANCE OF 344.26 FT. TO A POINT OF CURVE; THENCE NORTHEASTERLY 68.84 FT. ON A CURVED LINE CONCAVE TO THE EAST, HAVING A RADIUS OF 396.8 FT. AND A CHORD DISTANCE OF 64.82 FT. WITH A CHORD BEARING OF NORTH 89°-37'-48" EAST; THENCE NORTH 19°-48'-04" EAST, A DISTANCE OF 8.82 FT. TO A POINT OF CURVE; THENCE NORTHEASTERLY 64.26 FT. ON A CURVED LINE CONCAVE TO THE WEST, HAVING A RADIUS OF 188.8 FT. AND A CHORD DISTANCE OF 63.84 FT. WITH A CHORD BEARING OF NORTH 89°-37'-48" EAST; THENCE NORTH 89°-49'-23" EAST, A DISTANCE OF 34.26 FT. TO A POINT OF CURVE; THENCE NORTHEASTERLY 46.8 FT. ON A CURVED LINE CONCAVE TO THE EAST, HAVING A RADIUS OF 299.8 FT. AND A CHORD DISTANCE OF 44.84 FT. A CHORD BEARING OF NORTH 89°-44'-42" EAST; THENCE NORTH 13°-29'-41" EAST, A DISTANCE OF 18.47 FT. TO A POINT OF CURVE; THENCE NORTHWESTERLY 86.47 FT. ON A CURVED LINE CONCAVE TO THE WEST, HAVING A RADIUS OF 188.8 FT. AND A CHORD DISTANCE OF 64.82 FT. WITH A CHORD BEARING OF NORTH 81°-37'-42" WEST TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE FOR TECHNY ROAD; THENCE NORTH 89°-47'-41" EAST ON THE SOUTH RIGHT-OF-WAY LINE FOR TECHNY ROAD, A DISTANCE OF 11.87 FT.; THENCE SOUTHEASTERLY 88.87 FT. ON A CURVED LINE CONCAVE TO THE WEST, HAVING A RADIUS OF 298.8 FT. AND A CHORD DISTANCE OF 17.87 FT. WITH A CHORD BEARING OF SOUTH 89°-48'-43" EAST; THENCE SOUTH 13°-29'-41" WEST, A DISTANCE OF 18.47 FT. TO A POINT OF CURVE; THENCE SOUTHWESTERLY 42.86 FT. ON A CURVED LINE CONCAVE TO THE EAST HAVING A RADIUS OF 188.8 FT. AND A CHORD DISTANCE OF 42.86 FT. WITH A CHORD BEARING OF SOUTH 89°-44'-42" WEST; THENCE 89°-49'-23" WEST, A DISTANCE OF 34.26 FT. TO A POINT OF CURVE; THENCE SOUTHWESTERLY 66.88 FT. ON A CURVED LINE CONCAVE TO THE WEST, HAVING A RADIUS OF 299.8 FT. AND A CHORD DISTANCE OF 64.84 FT. AND A CHORD BEARING OF SOUTH 81°-37'-42" WEST; THENCE SOUTH 19°-48'-04" WEST, A DISTANCE OF 8.82 FT. TO A POINT OF CURVE; THENCE SOUTHWESTERLY 64.26 FT. ON A CURVED LINE CONCAVE TO THE EAST, HAVING A RADIUS OF 188.8 FT. AND A CHORD DISTANCE OF 63.84 FT. WITH A CHORD BEARING OF SOUTH 89°-37'-48" EAST; THENCE SOUTH 89°-49'-23" WEST, A DISTANCE OF 344.26 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.