

STATE OF FLORIDA  
LAKE COUNTY  
FILED FOR RECORD

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MORRIS W. CARRETT  
RECORDER

This Instrument was prepared by and after  
recording should be returned to:

SBA Towers, Inc. /Catherine E. Blonder  
One Town Center Road, 3rd Fl.  
Boca Raton, Fl 33486  
Ph: 1-800-487-7483

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LAND LEASE (herein "Memorandum") is made this 13<sup>th</sup> day of March, 2000, by and between ROGER DALE SIBO, an individual, having and address of 7627 E. Lincoln Highway, Crown Point, Indiana 46307 (herein "Lessor") and SBA TOWERS, INC., a Florida corporation, having a principal office located at One Town Center Road, 3<sup>rd</sup> Floor, Boca Raton, Florida 33486 (herein "Lessee").

WHEREAS, Lessor and Lessee entered into that certain Land Lease dated 3/13/00 whereby, Lessor leased to Lessee the land described in Exhibit A attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Land Lease.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Land Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Land Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Land Lease provides in part that Lessor leases to Lessee a certain site ("Site") located at 7927 E. Lincoln Highway, County of Lake, State of Indiana, within the property of or under the control of Lessor which is legally described in Exhibit A attached hereto and made a part hereof.
2. Lessee shall lease the Site from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Land Lease, all upon the terms and conditions more particularly set forth in the Land Lease for a term of five (5) years, which term is subject to ten (10) additional five (5) year extension periods.
3. The sole purpose of this instrument is to give notice of said Land Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Land Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.

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4. Right of First Refusal. If at any time during the term of this Agreement Lessor receives an irrevocable (except such offer may be conditional upon the non-exercise of this right of first refusal) bona fide written offer from a third person ("Offer") to sell, assign, convey or otherwise transfer its interest in the Leased Space and/or Premises, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming unconditionally obligated. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the Offer and exercise its right of First Refusal by notifying Lessor in writing. After thirty (30) days the Offer will be deemed rejected.

5. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Land Lease and any extensions thereof. All covenants and agreements of this Land Lease shall run with the land described in Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

WITNESSES:

*Derek McGowan*  
Print name: Derek McGowan

*Annette Mills*  
Print name: Annette Mills

LESSOR:

*Roger Dale Silbo*  
Roger Dale Silbo

Date: 1-18-2000

WITNESSES:

*Vivian*  
Print name: Vivian

*Brenda J. Linton*  
Print name: Brenda J. Linton

LESSEE:

SBA TOWERS, INC.,  
a Florida corporation

By: *Lawrence M. Weisberg* *Alyssa Hulihan*  
Director of Site Administration / Director of  
Corporate Counsel Leasing

Date: 3/13/00

(CORPORATE SEAL)



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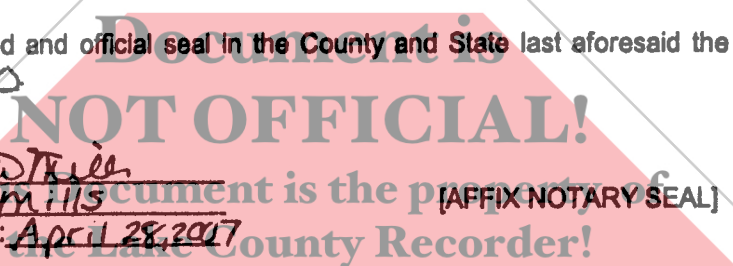
STATE OF INDIANA)

COUNTY OF Lake ) .ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Roger Dale Sibb, to me known to be the person described herein and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid the 18th day of January, 2000.

Sign Name: Annette Mills  
Print Name: Annette Mills [AFFIX NOTARY SEAL]  
My Commission expires on: April 28, 2007



STATE OF FLORIDA)  
COUNTY OF PALM BEACH) .ss:

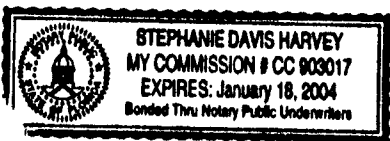
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared ~~Lawrence M. Weisberg~~ as Director of Site Administration/Corporate Counsel of SBA Towers, Inc., a Florida corporation, to me known to be the person described herein and who executed the foregoing instrument and who acknowledged before me that he executed the same in the capacity aforesaid.

WITNESS my hand and official seal in the County and State last aforesaid the 13th day of March, 2000.

Sign Name: Stephanie Davis Harvey  
Print Name: \_\_\_\_\_ [AFFIX NOTARY SEAL]  
My Commission expires on: \_\_\_\_\_

Alyssa Houlihan

Leasing



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10085-015 50501-004; INP 2703-5

# EXHIBIT "A"

## Legal Descriptions

Document is  
NOT OFFICIAL!

**Lease Area Part of the Southeast 1/4 of Section 20, Township 35 North, Range 7 West of the 2nd Principal Meridian in Lake County, Indiana, described as: Commencing at a point on the South right of way of US 30, 924.00 feet Westerly of the East line of said Section; thence South 00°16'47" East 212.91 feet parallel to the East line of said Southeast 1/4 to a point; thence South 89°43'13" West 1.00 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 00°16'47" East 55.00 feet to a point; thence South 89°43'13" West 60.00 feet to a point; thence North 00°16'47" West 55.00 feet to a point; thence North 89°43'13" East 60.00 to the place of beginning.**

**Utility/Access Easement A 12.00 feet wide access easement in that part of the Southeast 1/4 of Section 20, Township 35 North, Range 7 West of the 2nd Principal Meridian in Lake County, Indiana, described as: Commencing at a point on the South right of way of US 30, 924.00 feet Westerly of the East line of said Section; thence South 00°16'47" East 212.91 feet parallel to the East line of said Southeast 1/4; thence South 89°43'13" West 61.00 feet to a point; thence South 00°16'47" East 27.50 feet to a point; thence South 89°43'13" West 6.00 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 00°16'47" West 34.52 feet to a point; thence North 23°05'27" West 101.14 feet to a point; thence North 00°00'11" East 104.66 feet to a point; thence South 89°36'58" East 80.70 feet to a point; thence North 00°16'47" West 9.22 feet to a point on the southerly right of way line of said U.S. Highway #30 for the place of ending of this centerline description.**

Merrillville  
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