

LEASE AGREEMENT

JDL THIS LEASE AGREEMENT (this "Lease") is made as of the th 20 day of ~~June~~ ^{July}, 1992, between MARTIN COUNTY SHERIFF'S DEPARTMENT, having an address at 800 S.W. Monterey Road, Stuart, Florida, Attn: James D. Holt ("Landlord") and McCaw COMMUNICATIONS OF FORT PIERCE, INC., a Florida corporation, having an address at 1420 N.W. 23rd Avenue, Fort Lauderdale, Florida 33311 ("Tenant").

Landlord and Tenant hereby agree as follows:

JDL 1. Property. Martin County is the owner of certain real property (the "Property") as described on Exhibit "A" attached hereto, located in Martin County, Florida. Landlord, pursuant to that certain Interlocal Agreement between Martin County and Landlord, a copy of which is attached hereto and made a part hereof as Exhibit "A-1", is authorized to contract for the construction of the "Tower" and "Shelter" (as such terms are hereinafter defined), to own the Tower and Shelter and to enter into leases with respect to the Tower and Shelter.

2. Demised Premises and Term. Landlord, in consideration of the rents hereinafter reserved and the terms, covenants, conditions and agreements set forth in this Lease to be kept and performed by Tenant, does hereby demise and let unto Tenant, and Tenant does hereby hire and take from Landlord the following:

Antennae Space (the "Antennae Space")

Attachment locations upon all three faces of the "Tower", as hereinafter defined, for the placement and affixing of the following antennae: four (4) omni directional cellular whip antennae, to be replaced in the future with nine (9) directional antennae to be mounted at the top of the Tower, and one six (6) foot diameter grid - type microwave dish antenna at approximately 130 feet AGL, all as identified on the drawing attached hereto as Exhibit "B".

Equipment Space (the "Equipment Space")

270 square feet, more or less, of partitioned rectangular floor space, measuring approximately 27 feet by 10 feet, inside the shared radio station facilities building, and identified as EQUIPMENT ROOM #3 on the drawing attached hereto as Exhibit "C".

The Antennae Space and the Equipment Space are hereinafter sometimes collectively referred to as the "Premises".

TO HAVE AND TO HOLD the Premises unto Tenant, its successors and/or assigns, upon and subject to the terms and conditions contained in this Lease, for a term of ten (10) years, commencing on the "Commencement Date", as hereinafter defined.

3. Rent. Tenant shall pay to Landlord rent at the annual rate of \$1.00 in advance for each year during the term which yearly amount shall be payable beginning on the Commencement Date and continuing on each subsequent anniversary of the Commencement Date.

4. Use of Premises. Tenant shall use and occupy the Premises for the purpose of a cellular telephone cell site, or for any other lawful purpose as to which Landlord shall consent, which consent shall not be unreasonably withheld or delayed.

5. Tower Construction and Commencement Date. Prior to the Commencement Date and in accordance with the "Cost Assumption Agreement," as hereinafter defined, Landlord shall permit to be constructed on the Property, a new 140-foot-tall self-supporting communications tower (the "Tower"), which Tower shall be of

sufficient strength and durability for Tenant's intended use of the Premises, and an equipment shelter (the "Shelter"), each in accordance with the terms and conditions set forth in the Cost Assumption Agreement. Tenant acknowledges that simultaneous with the execution of this Lease, Tenant, Landlord and Central Florida Cellular Telephone Company, Inc., a Florida corporation ("Central") will be entering into the Cost Assumption Agreement (the "Cost Assumption Agreement") in the form attached hereto as Exhibit "D", which shall provide, among other things, that the Tower and Shelter shall be constructed by Central and that upon completion of the Tower and the Shelter by Central to the satisfaction of Tenant and the timely satisfaction of certain other terms and conditions set forth therein, Tenant will pay to Central, a portion of the cost of constructing the Tower and Shelter. Tenant further acknowledges that, notwithstanding the fact that Tenant may pay for a portion of the construction costs for the Tower and Shelter, Tenant shall acquire no ownership interest in the Tower or Shelter, and Tenant's only interest in the Property, the Tower and Shelter shall be the interest created by this Agreement. **

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The term of this Lease shall commence on the earlier of:
(a) the date Tenant actually occupies the Tower and the Shelter or
(b) the date of completion of the Tower and the Shelter and the issuance of all governmental approvals and permits necessary in connection therewith and for Tenant's intended use of the Premises in accordance with the Cost Assumption Agreement ("Central's Work"). Notwithstanding the foregoing, in the event Central's Work is not completed by ~~June 30~~ ^{August 31}, 1992 in accordance with the Cost Assumption Agreement, and provided Tenant has not taken actual possession of the Tower and Shelter, Tenant shall have the right to terminate this Lease by providing written notice of such election to Landlord and shall thereupon be released of all liability and obligations whatsoever hereunder. In the event Tenant exercises the foregoing termination election, Landlord shall have no liability to Tenant on account thereof, except as a result of Landlord's misconduct or the breach of any representation by Landlord set forth in this Lease and/or the Cost Assumption Agreement. Notwithstanding the foregoing provisions, in the event Tenant does not terminate this Lease as provided above, then this Lease shall not be terminated pursuant to this Section and neither Landlord nor Tenant shall be relieved of its obligations under this Lease pursuant to this Section. When the Commencement Date of this Lease has been determined, Landlord and Tenant agree to execute and deliver a written statement specifying the Commencement Date.

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6. Construction. Landlord acknowledges that the Premises is and shall continue to be serviced by adequate water, sewer, electrical and telephone service as may be reasonably necessary for Tenant's intended use of the Premises. Tenant shall have the right to construct and/or place on the Premises those buildings and other improvements and to run such wires, cables, conduits and any other connecting equipment from the Equipment Space to the Antennae Space (including, but not limited to, all antennae and other transmission and/or cellular telephone equipment) which Tenant, in its sole discretion, deems necessary or desirable for the conduct of Tenant's business (collectively, the "Tenant's Improvements"), subject to Landlord's prior written consent to the plans and specifications for or description of any of the Tenant's Improvements, which consent shall not be unreasonably withheld or delayed. Landlord hereby expressly authorizes Tenant to construct those improvements set forth in Exhibit "E" attached. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. All personal property (including, but not limited to, all cellular telephone equipment) now or hereafter located upon the Premises shall remain the property of Tenant during the term of this Lease and thereafter, and may be removed by Tenant at any time, and from time to time (including, but not limited to, removal upon the expiration or other termination of this Lease or any extension hereof).

In the event that Central and Landlord fail to enter into a lease agreement with respect to the Premises within thirty (30) days from the date of this Lease, Tenant will assume the construction obligation of Central under the Cost Assumption Agreement. In all other respects the terms of this Lease and Cost Assumption Agreement will remain the same.

7. Maintenance. Tenant shall, at Tenant's cost and expense, keep and maintain the Premises and the Tenant's Improvements now or hereafter located on the Premises in commercially reasonable condition and repair. In the event Tenant fails to maintain the Tenant Improvements in commercially reasonable condition and repair, Landlord may, upon thirty (30) days notice thereof to Tenant, make necessary repairs to the Tenant Improvements at Tenant's expenses.

8. Compliance with Laws. Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agencies having jurisdiction over the Premises, or the Tenant's Improvements now or hereafter located thereon, which are applicable to Tenant's manner of use of the Premises.

9. Assignment. Tenant may assign its interest under this Lease.

10. Insurance. Tenant shall, at Tenant's cost and expense, provide and keep in force for the benefit of Landlord general liability insurance, protecting Landlord against any and all liability resulting from or in connection with Tenant's use of the Premises or the Tenant's Improvements. Such policies of insurance shall be written with insurable limits of \$1,000,000 to cover a claim of damage from a single claimant, \$1,000,000 to cover more than a single claim which may arise from a single accident and \$500,000 to cover property damage. Such insurance coverage may be effected by blanket coverage insurance policies, and Tenant shall deliver to Landlord certificates of insurance evidencing such coverages.

Landlord shall, at Landlord's cost and expense, provide and keep in force for the benefit of Tenant general liability insurance, protecting Tenant against any and all liability resulting from or in connection with Landlord's operation of the Property. Such policies of insurance shall be written with insurable limits of \$1 million to cover a claim or damage from a single claimant, \$1 million to cover more than a single claim which may arise from a single accident and \$500,000 to cover property damage. Such insurance coverage may be effected by blanket coverage insurance policies, and Landlord shall deliver to Tenant certificates of insurance evidencing such coverages.

11. Indemnity. Tenant shall indemnify and save Landlord harmless from and against any and all liability or damage arising from injury to person or property growing solely out of Tenant's negligent acts or omissions and/or willful misconduct upon the Premises or the Tenant's Improvements.

Landlord shall indemnify and save Tenant harmless from and against any and all liability or damage arising from injury to person or property growing solely out of Landlord's negligent acts or omissions and/or willful misconduct upon the Property.

12. Casualty and Condemnation. If at any time during the term of this Lease all or "substantially all" (meaning that the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Tenant's business therein in a commercially reasonable manner) of the improvements, including, but not limited to, the Tower, upon the Property shall be damaged and/or destroyed by fire or other casualty, then this Lease shall, upon written notice by Tenant to Landlord, terminate as of the date of such damage and/or destruction, with Tenant being entitled to collect all insurance proceeds payable on account thereof.

If at any time during the term of this Lease all or "substantially all" (as described in the preceding paragraph) of

the Property or the improvements thereon, including, but not limited to, the Tower, shall be taken in the exercise of the power of eminent domain by any governmental or other authority, then this Lease shall, upon written notice by Tenant to Landlord, terminate as of the date of the vesting of title in such taking. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any taking of less than all or substantially all of the Property or the improvements thereon, including, but not limited to, the Tower, upon the Property, this Lease shall continue and Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking.

13. Interference With Tenant's Business. It is understood and agreed by Landlord that Tenant shall conduct upon the Premises the business of telecommunications, and that Tenant's purpose for leasing the Premises is to create a cellular telephone cell site. In addition, Landlord hereby approves Tenant's use of the Premises as set forth in Section 2 above. Landlord and Tenant hereby acknowledge that the items and attachments described on Exhibit "B" to this Lease for use by Landlord and Tenant, respectively, have been previously determined by Landlord and Tenant to be compatible with one another and with the items and attachments described on said Exhibit "B" for use by Central. If Landlord and/or Tenant desire to make any changes, modifications and/or additions to the items and/or attachments described on Exhibit "B", other than those made in the ordinary course of business, said party shall first insure that said changes, modifications and/or additions do not interfere with or interrupt the other party and/or other tenant's existing use of the Premises. In the event such an interference occurs as a result of such a change, modification and/or addition, the interfering party shall immediately take any and all necessary actions to eliminate such interference. In the event such interference can not be eliminated within the period twenty-four (24) hour after receipt by the interfering party from the other of written notice of such interference, the interfering party shall remedy the change, modification and/or addition which caused such interference until the interference is corrected, except for such temporary or intermittent operation that may be necessary for testing. In the event any such interference does not cease as described above, the aggrieved party shall have the right, in addition to any other rights that it may have at law or in equity, to enjoin such interference by court action or to terminate this Lease. Since the business of Tenant is dependent upon the direct transmission of microwave signals to other cells in its network, Tenant shall have the right to cancel this Lease, relieving Tenant of further rights and obligations hereunder, if the construction of the Tenant's Improvements and/or other improvements or structures, or any other circumstance or factor, should interfere with or interrupt the direct line of transmission and reception of radio signals to the subject cell site.

14. Default; Termination. If at any time during the term of this Lease (i) Tenant shall default in the payment of rent for thirty (30) days after written notice and demand, or (ii) Tenant shall default in the performance of any of the other terms and conditions of this Lease for thirty (30) days after written notice and demand, or if such default shall be of such a nature that the same cannot practicably be cured within said thirty (30) day period, and Tenant shall not within said thirty (30) day period commence with due diligence the curing and performance of such defaulted term or condition, or (iii) if Tenant should file a petition in bankruptcy or insolvency proceedings or for reorganization, or makes an assignment for the benefit of creditors; then, and in any such case, Landlord, at Landlord's option, may elect to (a) re-enter the Premises and remove all persons and property therefrom, either by summary proceedings or by any suitable action or proceeding at law, and/or (b) terminate this Lease by giving ten (10) days prior written notice to Tenant, electing to terminate this Lease, in which case the term of this Lease shall expire at

the expiration of said last mentioned ten (10) days' notice, and Tenant shall thereupon quit and peacefully surrender the Premises to Landlord. In the case of any such re-entry, termination and/or dispossession by summary proceedings or otherwise, (a) all then-accrued rent shall be paid by Tenant, (b) Landlord may relet the Premises or any part or parts thereof and (c) Tenant shall also pay to Landlord the amount by which the rent reserved in this Lease exceeds the net amount of the rents collected by Landlord on account of leases of all or any part or parts of the Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease (excluding extension options).

15. Attorney Fees and Expenses. In the event of any litigation arising under this Lease, the non-prevailing party shall, upon demand, reimburse the prevailing party for all costs and expenses arising therefrom, including reasonable attorneys' fees through the trial and appellate levels.

16. Quiet Enjoyment, Title and Authority. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises and every part thereof shall not be disturbed and that Landlord shall retain ownership of the Tower and the Shelter.

Landlord further covenants and warrants to Tenant that Martin County presently owns the fee simple interest in and to the Premises, free and clear of all liens and encumbrances (and, upon demand, Landlord shall provide Tenant with such title evidence as Tenant may reasonably request establishing such ownership, failing which Tenant shall be entitled to cancel this Lease upon written notice to Landlord). Further, Landlord represents that there is legal access to the Premises, that Landlord is duly authorized and empowered to enter into this Lease, and the person executing this Lease on behalf of Landlord warrants that such person is duly authorized to do so.

17. Extensions of Term. Tenant may elect to extend the term of this Lease upon the same terms and conditions herein contained; provided, however, that (a) each extension of the term of this Lease shall be for a period (an "Extension Period") of ten (10) years, and Tenant shall not be entitled to extend this Lease for more than two (2) Extension Periods, (b) each such election to extend shall be exercised, if at all, prior to the date of commencement of the extension period so elected, (c) each such election to extend shall be exercised by written notice to Landlord and (d) all references in this Lease to the "term" of this Lease shall be deemed to include the original term hereof and any and all extensions thereof pursuant to this Section.

18. Condition of Premises. Landlord represents and warrants to Tenant that, to the best of Landlord's actual knowledge, hazardous substances have not been generated, stored or disposed of on the Premises nor have the same been transported to or over the Premises. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect, as the same may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Landlord will hold Tenant harmless and indemnify Tenant against and from any damage, loss, expense or liability resulting from any breach of this representation and warranty, including, without limitation, all attorney's fees and costs incurred as a result thereof (including those on appeal and in all manner of proceedings). The provisions of this paragraph shall survive termination of this Lease.

19. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall insure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. Further, Landlord agrees to promptly have any mortgagee or trustee which has a mortgage or trust deed currently placed on the Premises execute a non-disturbance agreement in form reasonably satisfactory to Tenant. In the event Landlord does not promptly obtain such a form for Tenant, Tenant shall have the right, in addition to any other rights at law or in equity, to terminate this Lease and shall thereafter be relieved of any further liability to Landlord.

20. Notices. Any notice, demand or other communication (the "Notices") which Landlord or Tenant shall desire or be required to give pursuant to the provisions of this Lease shall be sent by registered or certified mail and the giving of such Notice shall be deemed complete upon mailing in a United States Post Office with postage charges prepaid, addressed to the person intended to be given such Notice at the respective addresses set forth in the first paragraph of this Lease or to such other address as such party may theretofore have designated by notice given pursuant to this section.

21. Memorandum of Lease. Each of the parties to this Lease will, promptly upon request of the other, execute a Memorandum of this Lease in form suitable for recording, setting forth such information regarding this Lease as either party may reasonably require.

22. Contingencies. Tenant shall have the right to cancel this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, should be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises and/or conduct Tenant's business at the Premises.

In addition, Tenant's obligations under this Lease are expressly conditioned upon Landlord causing a Resolution (the "Resolution") in the form attached hereto as Exhibit "F" to be approved by the Board of County Commissioners, Martin County, Florida, by June 23, 1992 and Landlord causing the Resolution to be executed by the appropriate party within fourteen (14) days thereafter. Landlord acknowledges and agrees that the foregoing agreement by Landlord constitutes a material consideration for Tenant's entering into this Lease. Accordingly, in the event the Resolution is not timely approved and executed as set forth above, this Lease shall be deemed terminated by the parties and shall be null and void and of no further force or effect and Tenant shall be released from all further obligations hereunder. In addition, in such event, Landlord shall enter into any documentation deemed reasonably necessary by Tenant to evidence the termination of this Lease and all obligations of Tenant hereunder.

23. Interference. Landlord shall not use, nor shall Landlord permit its assignees, licensees, invitees or agents to use, any portion of Landlord's properties in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by Landlord, and Landlord shall have the responsibility to promptly terminate said interference. In the event of such interference, Landlord shall immediately take all steps necessary to eliminate such interference. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice of such interference, Landlord shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected, except for such intermittent operation as may be necessary for the purposes of

testing after action has been taken for the purpose of correcting such interference. In the event any such interference does not cease promptly, Tenant shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference or to terminate this Lease.

Tenant shall use its reasonable efforts not to interfere with Landlord's use of the Premises as a County transmission system, however, Landlord approves Tenant's use of the Premises as set forth in Section 2 above.

24. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable solely to, the personal property owned by Tenant and located on the Premises. Landlord shall pay no later than when due all real property taxes and assessments attributable to the Premises.

25. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the property of Tenant, and Landlord gives Tenant the right to remove all or any portion of same from time to time.

26. Estoppel. Each party agrees to furnish to the other, within ten (10) days after request, such information as the other party may reasonably request.

27. Tenant's Self-Help. In addition to Tenant's rights of self-help set forth elsewhere in this Lease, if Landlord at any time fails to perform any of its obligations under this Lease, Tenant shall have the right but not the obligation, upon giving Landlord at least two (2) days prior written notice of its election to do so (in the event of any emergency no prior notice shall be required) to perform such obligations on behalf of and for the account of Landlord and to take all such action to perform such obligations. In such event, Tenant's costs and expenses incurred therein shall be promptly paid for by Landlord with interest at the highest rate allowed by law.

28. Miscellaneous.

A. If any provision of this Lease shall be determined to be unenforceable or invalid, the same shall be struck from this Lease and the balance of this Lease shall not be affected thereby and shall be valid and enforced to the fullest extent permitted by law.

B. The captions contained herein are for convenience and reference only and shall not be deemed a part of this Lease.

C. This Lease shall be construed and governed in accordance with Florida law. All of the parties to this Lease have participated fully in the negotiation and preparation in this Lease and, accordingly, this Lease shall not be more strictly construed against any one of the parties to this Lease.

D. Landlord shall not be deemed, by virtue of this Lease or any action taken hereunder, to have become a partner or joint venturer with Tenant.

E. This Lease may not be changed or modified orally except by an agreement in writing signed by the party against whom such change or modification is sought to be enforced.

F. This Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

G. If either party is represented by a broker in this transaction, that party shall be fully responsible for any fee due such broker.

29. RADON GAS: 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 GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

WITNESSES:

James E. McElroy
1242 Kille

LANDLORD:

MARTIN COUNTY SHERIFF'S DEPARTMENT

By: James D. Wolf
Name: JAMES D. WOLF
Title: Sheriff

TENANT:

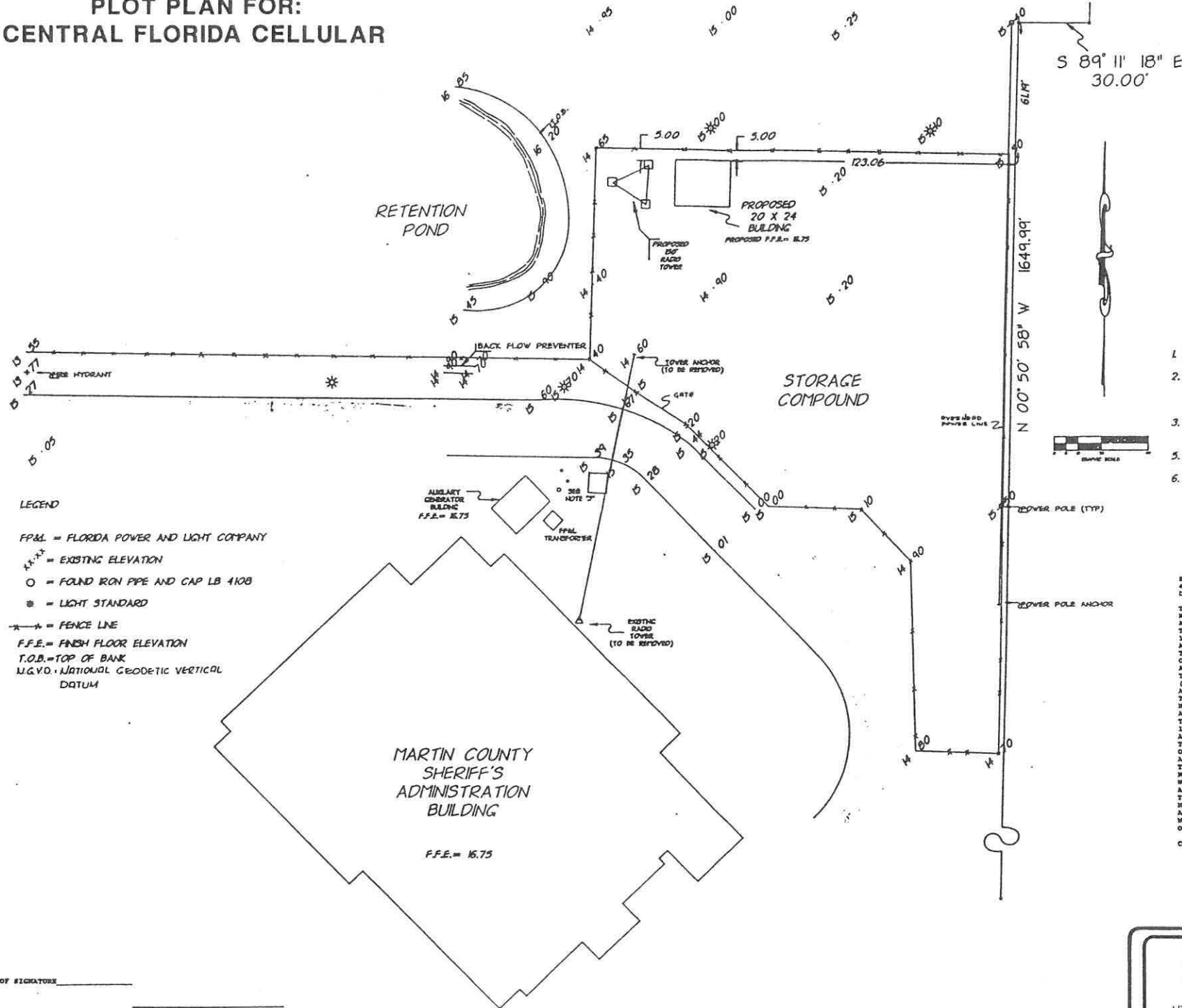
McCAW COMMUNICATIONS OF FORT
PIERCE, INC., a Florida
corporation

Deborah C. McBride
Phyllis L. Smith

By: John D. Casamassola
Name: JOHN D. CASAMASSOLA
Title: VIC PRESIDENT OF OPERATIONS

PLOT PLAN FOR:
CENTRAL FLORIDA CELLULAR

EXHIBIT "A"



SURVEYOR'S NOTES

1. ELEVATIONS SHOWN HEREON REFER TO N.G.V.D. 1929
2. BEARINGS SHOWN HEREON REFER TO THE NORTH LINE OF SECTION 16, T38S, R4E, (CENTERLINE MONTEREY ROAD) HAVING A BEARING OF S 89° 11' 18" E
3. UNDERGROUND FUEL TANK WITH FILL IN CONCRETE SLAB AND SURROUNDING MONITORING WELLS.
5. ABOVE GROUND IMPROVEMENTS SHOWN HAVE BEEN LOCATED.
6. UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED ON THIS SURVEY.

LEGAL DESCRIPTION

BEING A TRACT OF LAND LYING IN SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, (A)
AND
THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, (B)
AND
THE SOUTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, (C)
AND
THE SOUTH 1/2 OF THE WEST 1/4 OF THE WEST 1/2 OF THE NORTHEAST 1/4, (D)
AND
THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, (E)
AND
THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, (F)
AND
THE EAST 50 FEET OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, (G)
AND
THE SOUTH 500 FEET OF THE EAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTH 300 FEET OF THE NORTH 500 FEET OF THE WEST 30 FEET OF GOVERNMENT LOT 1, (H)
AND
THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, (J)
AND
WEST 50 FEET OF THE NORTH 1/2 OF THE EAST 1/4 OF THE NORTHEAST 1/4 OF (K) THE NORTHEAST 1/4, LESS THE SOUTH 30 FEET THEREOF.
CONTAINING 51.945 ACRES MORE OR LESS.

DATE OF SIGNATURE _____

ALBERT C. ALLEN, III
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4330

G.C.Y.
INCORPORATED

CIVIL ENGINEERS LAND SURVEYORS
PALM CITY, FLORIDA 34909
171 N. W. 10th Ave. Suite 100, Palm Beach, FL 33480

PLOT PLAN FOR:
CENTRAL FLORIDA CELLULAR
ALTERNATE 1

Scale: 1" = 20'	Date: 11-7-91	File & Drawing No: 91-1113-01
Drawn By: P.A.	Checked: A.C.A.	Sheet: 1 of 1

No.	Revisions	Date	By	Scale

EXHIBIT "A-1"

INTERLOCAL AGREEMENT
[County-wide 800 MHz Trunk Radio System]

This agreement is made this 23rd day of April, 1991, by and between Martin County, a political sub-division of the State of Florida, (hereinafter referred to as "County"); and the Martin County Sheriff, a Constitutional Officer of Martin County, Florida, (hereinafter referred to as "Sheriff").

WHEREAS, Florida Statute Section 163.01 (1989), known as the Florida Interlocal Cooperation Act of 1969, permits public agencies to cooperate with each other for the benefit of mutual advantage; and

WHEREAS, County and Sheriff have jointly agreed to implement a county-wide 800 MHz Trunk Radio System (hereinafter referred to as "system"), in order to increase efficient use of limited radio spectrum resources; and

WHEREAS, on August 7, 1990, the Martin County Board of County Commissioners (hereinafter referred to as the "Board") approved expenditure of general funds for this purpose; and

WHEREAS, the Board directed the Sheriff to negotiate a multi-year lease/purchase of the system; and

WHEREAS, the Board further directed County staff to negotiate an inter-local agreement with the Sheriff to formally record the responsibilities of the parties.

NOW THEREFORE, in accordance with Board direction, and for their mutual advantage, the parties do agree as follows:

1.0 GENERAL RESPONSIBILITIES OF THE PARTIES

1.1 System modification and/or enhancement proposed during implementation or in the future shall be agreed upon by the parties prior to request for funding, if it affects other parties on the system.

1.2 Sheriff shall negotiate a lease/purchase of selected system. Both the lease and subsequent ownership of the system shall be in the name of Sheriff, who shall also assume complete responsibility for liability for same. Sheriff agrees to defend and hold County harmless against any and all liability arising out of use or ownership of system.

OR 9/10/266

- 1.3 System shall be licensed in the name of Martin County.
- 1.4 Parties shall jointly produce status reports regarding system implementation.
- 1.5 Parties agree to use their best efforts to budget, annually, equal shares of the annual lease/purchase cost of system.
- 1.6 Funding of end user radios shall be the separate responsibilities of the parties.

2.0 SYSTEM MAINTENANCE RESPONSIBILITIES

- 2.1 The Sheriff shall establish a repair facility capable of providing for routine and emergency maintenance of the system, including the end user radios owned by the County and Sheriff. The facility shall also provide maintenance of existing County and Sheriff's radio system. The County shall not be charged for repairs.
- 2.2 Law Enforcement and Public Safety radio users shall receive priority service for repairs, installs, and removals; all others will be assessed and handled in an expeditious manner. Efficiency of the facility shall be reviewed by the parties on a regular basis.
- 2.3 The Sheriff shall provide facility, test equipment, user and system replacement parts inventory, and necessary vehicles in support of the County's and Sheriff's systems and shall budget therefor annually.
- 2.4 The Sheriff shall budget annually, the positions needed for the operation of the repair facility, however, the County shall fund one position for the remainder of fiscal year 1990-91. All shop employees shall be employees of the Sheriff.

3.0 EFFECTIVE DATE AND DURATION

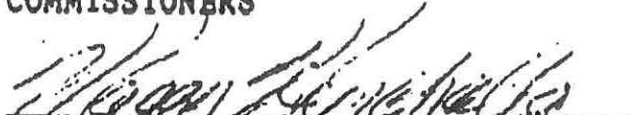
- 3.1 This Interlocal Agreement shall become effective upon approval and execution by the parties and filing with the Clerk of the Circuit Court. This Agreement shall remain in effect until it is modified, superceded or terminated by further written Agreement of the parties. Either party may terminate this Agreement as of October 1 of any year, by providing written notice to the other on or before February 1 of that year. In the event of termination, the parties agree to negotiate reasonable final terms regarding system ownership, maintenance,

etc., which reflect the parties' prorata contributions to the system.

ATTEST:


MARSHA STALLER, CLERK

MARTIN COUNTY BOARD OF COUNTY
COMMISSIONERS

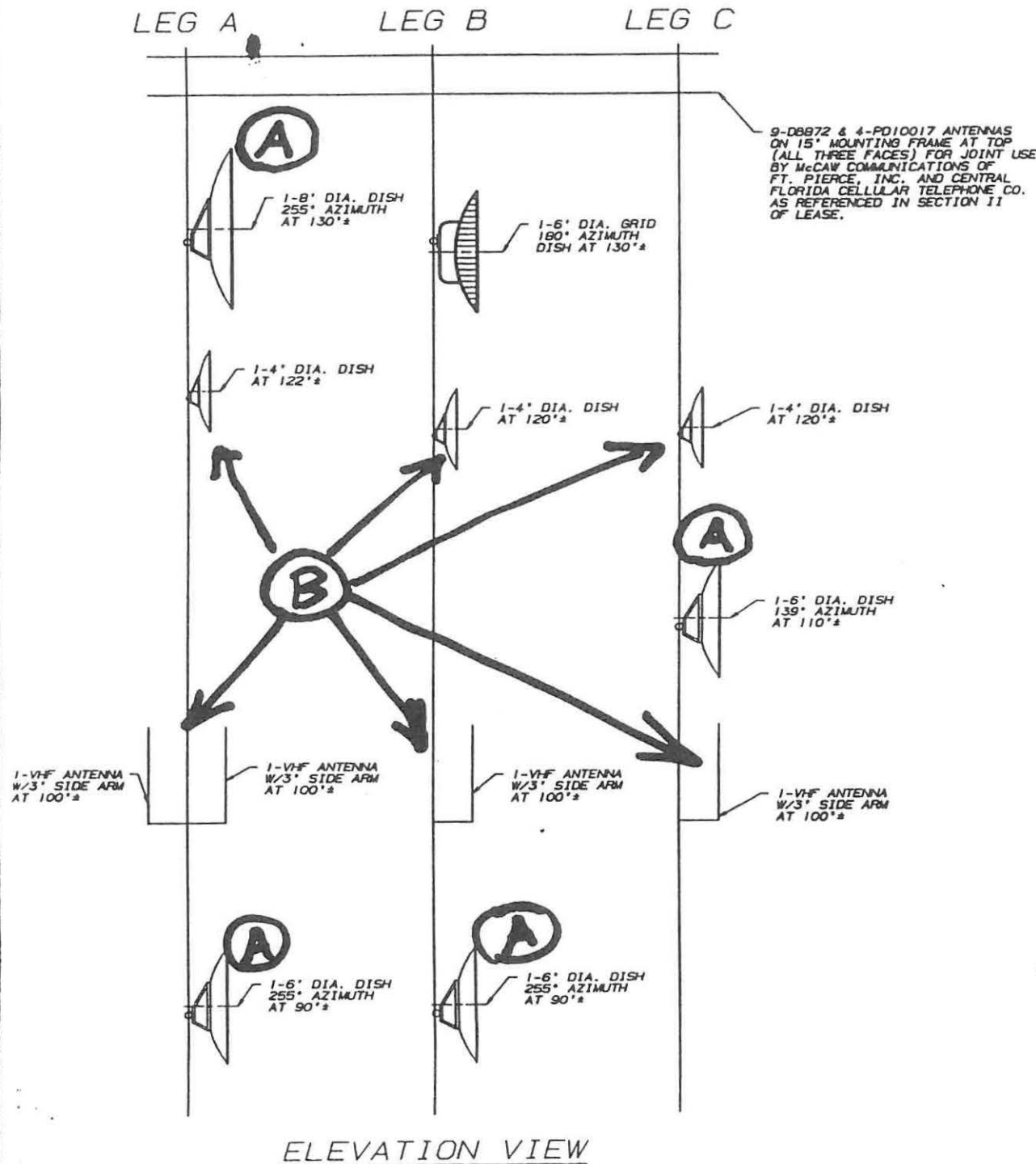

MAGGI MURCHALLA, CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS


NOREEN S. DREYER
COUNTY ATTORNEY

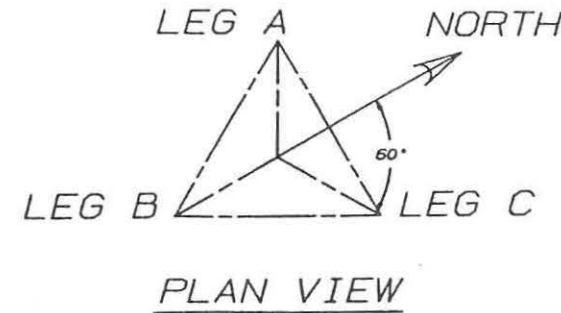
MARTIN COUNTY SHERIFF'S
DEPARTMENT


JAMES D. HOLT, SHERIFF



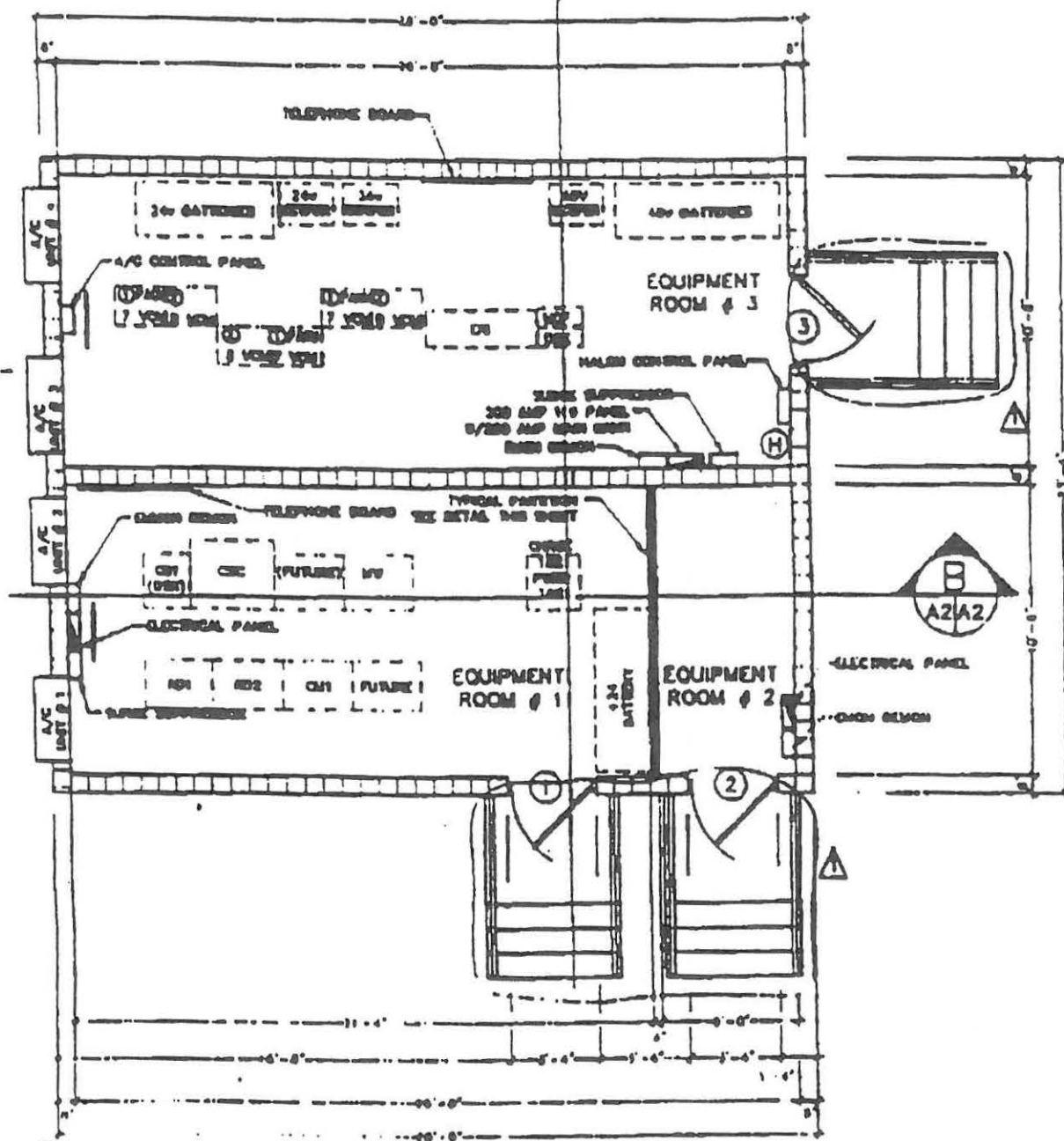
McCaw Communications of Fort Pierce, Inc. shall be entitled to the Antennae Space described in Section 2 of the Lease.

- A. Central Florida Cellular Telephone Company, Inc.
- B. Martin County Sheriff's Department



TOWER SITE: PALM CITY, FL.

R2	REVISED PER CUSTOMER INFO. & REQUEST	8/18/92	WMM	KTL	TS
R1	REVISED PER CUSTOMER REQUEST	3/24/92	WEB	KTL	TS
No. Revision Description Date Rev By Chd By Appd By					
THIS DRAWING IS THE PROPERTY OF ROHN. IT IS NOT TO BE REPRODUCED, COPIED OR TRACED IN WHOLE OR IN PART WITHOUT OUR WRITTEN CONSENT.					
R O H N					
Scale:	NONE	By	Date	Title:	
Drawn:	WEB		3/24/92	DISH & ANTENNA LAYOUT FOR McCAW COMMUNICATIONS OF FT. PIERCE INC./CENTRAL FLORIDA CELLULAR TELEPHONE COMPANY	
Checked:	KTL		3/24/92		
App. Eng.:	TS		3/25/92		
App. Sales:	JC		3/25/92		



FLOOR PLAN
1/8" = 1'-0"

COST ASSUMPTION AGREEMENT

THIS COST ASSUMPTION AGREEMENT (this "Agreement") is made as of the _____ day of June 1992 (the "Effective Date"), by and between McCaw COMMUNICATIONS OF FORT PIERCE, INC., a Florida corporation ("McCaw"), CENTRAL FLORIDA CELLULAR TELEPHONE COMPANY, INC., a Florida corporation ("Central") and MARTIN COUNTY SHERIFF'S DEPARTMENT (the "Sheriff").

R E C I T A L S:

A. The Sheriff owns and maintains an existing 150-foot-tall guyed communications tower (the "Old Tower") on a parcel of land (the "Site") in Martin County, Florida, as more particularly described on the Plot Plan attached hereto as Exhibit "A".

B. McCaw and Central have each independently identified the Site as a suitable location for a cellular radio telephone base station ("Cell");

C. The Sheriff, pursuant to that certain Interlocal Agreement between Martin County and the Sheriff, a copy of which is attached hereto and made a part hereof as Exhibit "A-1", is authorized to contract for the construction of the "New Tower" and the "Shelter" (as such terms are hereinafter defined) at the Site, to own the New Tower and Shelter and to enter into leases with respect to the New Tower and Shelter;

D. The Sheriff is willing to demise tower attachment locations and building space at the Site to McCaw and Central for their separate and respective use as a Cell;

E. The Old Tower is inadequate to support McCaw's and Central's equipment necessary for the operation of a Cell;

F. Central has agreed to demolish the old tower, construct a new 140-foot-tall self-supporting communications tower (the "New Tower") and equipment shelter (the "Shelter") on the Site which will be adequate to support McCaw's and Central's equipment necessary for the operation of a Cell and the Sheriff's equipment necessary for the operation of a County transmission/radio system and, in addition, Central has agreed to obtain all necessary

governmental permits and approvals in connection with all of the foregoing (collectively, "Central's Work");

G. Upon completion of Central's Work, McCaw has agreed to reimburse Central for a portion of the construction costs for Central's Work to the extent, and pursuant to the terms, provided for in this Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The aforementioned recitals are true and correct and by this reference incorporated herein.

2. Construction. Sheriff hereby agrees to permit Central's Work at the Site, which approval is effective as of the Effective Date. Central, at its sole cost and expense, shall cause Central's Work to be promptly commenced and diligently completed on the Site in a good and workmanlike manner, in accordance with plans and specifications previously approved by McCaw and the Sheriff, such approval not to be unreasonably withheld or delayed. Central's Work shall include, but not be limited to, removal of the Old Tower from the Site, construction of the New Tower and the Shelter and the obtaining of all necessary governmental approvals and permits necessary for Central's Work, all of which shall be completed in accordance with the standards set forth above no later than June 30, 1992 (the "Completion Date"). In the event Central's Work is not completed by the Completion Date and provided McCaw has not taken actual possession of the New Tower and Shelter, McCaw shall have the right to terminate this Agreement by providing written notice of such election to Central and the Sheriff, and, in such event, McCaw shall be relieved of all obligations whatsoever hereunder, including, without limitation, the obligation for payment of "McCaw's Share" (as hereinafter defined). In the event McCaw elects to terminate this Agreement as provided above, McCaw shall also be relieved of all of its obligations to Central and the Sheriff including, but not limited to, its obligations in connec-

tion with this Agreement and the "McCaw Lease" (as defined below), the Sheriff shall be relieved of all of its obligations to McCaw in connection with this Agreement and the McCaw Lease and, provided Central has used its best efforts to complete Central's Work hereunder, upon such termination, Central shall have no further obligations or liability to McCaw. Notwithstanding the foregoing provisions, in the event McCaw does not terminate this Agreement as provided above, then this Agreement and the McCaw Lease shall not be terminated pursuant to this Section and neither McCaw, the Sheriff nor Central shall be relieved of its obligations under this Agreement and/or the McCaw Lease pursuant to this Section. Central and McCaw hereby acknowledge and agree that the Sheriff makes no warranties, guaranties or representations that Central's Work shall be sufficiently and/or timely completed by the Completion Date.

Within thirty (30) days following the Effective Date, but in all events prior to Central commencing Central's Work, Central shall:

i) Submit to McCaw for McCaw's prior written approval, which approval shall not be unreasonably withheld or delayed, detailed plans and specifications for all of Central's Work prepared by an architect reasonably satisfactory to McCaw;

ii) Obtain McCaw's written approval of the general contractor and all sub-contractors which Central intends to use in connection with Central's Work;

iii) Apply for and obtain all required governmental approvals and permits necessary for the commencement of Central's Work; and

iv) Provide a complete list of all approved general contractors and sub-contractors who will be working in connection with Central's Work.

Within five (5) days after the completion of Central's Work, Central shall provide written notice to McCaw that Central's Work has been completed. Within ten (10) days of McCaw's receipt of such notice, McCaw shall have the option to inspect and approve Central's Work to insure that Central's Work was performed in

accordance with the plans and specifications previously approved by McCaw and to insure that no defects exist in Central's Work, including, without limitation, the New Tower and the Shelter. If McCaw determines that (i) any such defects exist or (ii) Central's Work was not performed in accordance with the plans and specifications previously approved by McCaw, McCaw shall notify Central and Central shall thereafter promptly correct the defect(s) and/or conform Central's Work to the previously approved plans and specifications, at Central's sole cost and expense.

3. Project Costs. To the extent Central advances funds in connection with Central's Work in accordance with the budget attached hereto as Exhibit "B" ("Eligible Project Costs"), upon approval of Central's Work, in accordance with Section 2 hereof, and delivery by Central to McCaw of a Sworn Contractor's Affidavit and waivers of lien as may be requested by McCaw, McCaw shall reimburse Central for one-half (1/2) ("McCaw's Share") of the Eligible Project Costs, within thirty (30) days thereof. The provisions of this Section are subject to the provisions of Section 2 above and Section 6 below.

4. Ownership of New Tower and Shelter. Upon the earlier of the date of completion of Central's Work in accordance with the terms of this Agreement or the date McCaw takes actual possession of the New Tower and the Shelter (the "Commencement Date") the parties hereby acknowledge that the Sheriff shall be deemed the owner of the New Tower and the Shelter; provided, however, that the Sheriff shall lease space in the New Tower and the Shelter to both Central and McCaw independently, it being expressly acknowledged that such leases are a material consideration for McCaw and Central entering into this Agreement and the terms of such leases shall each commence on the Commencement Date.

5. Sheriff's Recourse. The Sheriff hereby acknowledges that it shall look solely to Central for construction of the New Tower, the Shelter, performance of Central's Work, and all matters to be performed in connection therewith, and shall have no claim against McCaw for any matter arising under this Agreement, including,

8. Notices. Any notice, demand or other communication ("Notice") required pursuant to this Agreement shall be sent by registered or certified mail and the giving of such Notice shall be deemed complete upon the mailing of such Notice in a United States Post Office with postage charges prepaid addressed to the person intend to be given such Notice at the following address:

If to McCaw: McCaw Communications of Florida, Inc.
 1420 N.W. 23rd Avenue
 Fort Lauderdale, Florida 33311
 Attn: Lawrence D. Schiller,
 Site Acquisition Manager

If to Central: Central Florida Cellular
 c/o U.S. Cellular
 Attn: Real Estate
 8410 West Bryn Mawr
 Suite 700
 Chicago, Illinois 60631

If to the Sheriff: Martin County Sheriff's Department
 Attn: James D. Holt
 800 S.W. Monterey Road
 Stuart, Florida

9. Representations. Each of the parties hereto represents to the other that it has full power and authority to enter into this Agreement and any other agreements contemplated hereby, and to perform the obligations imposed upon such party hereunder.

10. Attorneys Fees. In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs at the trial and all appellate levels.

11. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

12. Entire Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, respectively, and shall not be changed, altered or modified except by an instrument in writing signed by the party against whom such enforcement or change would be sought.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

WITNESSES:

MCCAW COMMUNICATIONS OF FORT
PIERCE, INC., a Florida
corporation

Deborah C. McBride
Name: DEBORAH C. MCBRIDE

Name: _____

By: [Signature]
Name: JOHN D. CASAMASSINA
Title: VICE PRESIDENT OF OPERATIONS
Address: 1420 N.W. 23rd Ave.
Fort Lauderdale, FL 33311

CENTRAL FLORIDA CELLULAR
TELEPHONE COMPANY, INC., a
Florida corporation

Name: _____

Name: _____

By: _____
Name: _____
Title: _____
Address: c/o U.S. Cellular
8410 Wet Bryn Mawr, Suite 700
Chicago, IL 60631

MARTIN COUNTY SHERIFF'S DEPART-
MENT

Name: _____

Name: _____

By: _____
Name: _____
Title: _____
Address: 800 S.W. Monterey Rd.
Stuart, Florida

STATE OF FLORIDA)
COUNTY OF BROWARD Palm Beach)

SS:

The foregoing instrument was acknowledged before me this 15th day of June, 1992 by JOHN D. CASAMASSINA as Vice President-Operations of MCCAW COMMUNICATIONS OF FORT PIERCE, INC., a Florida corporation, on behalf of the corporation. He/~~she~~/they personally appeared before me, is/~~are~~ personally known to me ~~or~~ produced _____ as identification, and [did] [did not] take an oath.

[NOTARIAL SEAL]

Notary: [Signature]
Print Name: CHERYL L. MCQUISTON
Notary Public, State of Florida AA735937
My commission expires: _____

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DECEMBER 25, 1993
BONDED THRU HUCKLEBERRY & ASSOCIATES

STATE OF ILLINOIS

COUNTY OF COOK

)
)
)

SS:

The foregoing instrument was acknowledged before me this ____ day of June, 1992 by _____ as _____ of CENTRAL FLORIDA CELLULAR TELEPHONE COMPANY, INC., a Florida corporation, on behalf of the corporation. He/she/they personally appeared before me, is/are personally known to me or produced _____ as identification, and [did] [did not] take an oath.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Illinois
My commission expires: _____

STATE OF FLORIDA

COUNTY OF _____

)
)
)

SS:

The foregoing instrument was acknowledged before me this ____ day of June, 1992 by _____ as _____ of MARTIN COUNTY SHERIFF'S DEPARTMENT on behalf of the Department. He/she/they personally appeared before me, is/are personally known to me or produced _____ as identification, and [did] [did not] take an oath.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____

EXHIBIT "E"

TENANT IMPROVEMENTS

Improvements as shown on plans and specifications as prepared by Peter S. Thomas, Architect, Job Number 91225, dated December 20, 1991 and revised January 9, 1992. These plans and specifications are enumerated as follows: SP-1, A-1, A-2, E-1, E-2, E-3 and M-1. More specifically, improvements as they apply to Equipment Room #3 as identified on the above drawings.

EXHIBIT "F"

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. 92-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY CLARIFYING THE INTENT OF AN INTERLOCAL AGREEMENT BETWEEN THE SHERIFF AND THE COUNTY WHICH AUTHORIZES SHERIFF TO NEGOTIATE A LEASE PURCHASE FOR A COUNTY-WIDE RADIO SYSTEM.

WHEREAS, the Martin County Sheriff's Department (the "Sheriff") and Martin County entered into an Interlocal Agreement on April 23, 1991 which authorizes and directs the Sheriff to negotiate and enter into a lease/purchase agreement to implement a county-wide trunk radio communications system (the "Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement contemplates that the Sheriff will enter into a multi-year agreement which provides for the lease and subsequent ownership of the system in the name of the Sheriff; and

WHEREAS, the Interlocal Agreement provides for the termination of the Interlocal Agreement by either party on October 1 of any year by providing written notice to the other party before February 1 of that year; and

WHEREAS, the County upon request by certain parties wishes to clarify certain matters regarding the Interlocal Agreement prior to the parties acting in reliance upon the authority granted therein; and

WHEREAS, the purpose of this Resolution is to clarify the authority of the Sheriff pursuant to the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY:

1. The Sheriff or its authorized agent has the authority pursuant to the Interlocal Agreement to construct and place a communications tower and equipment building, to be owned by the Sheriff, on County owned real property.

2. The County acknowledges that in the event the Interlocal Agreement between the County and the Sheriff is terminated, that such termination shall not affect any agreements or leases regarding the tower entered into by the Sheriff so long as the Sheriff retains ownership of the tower described herein.

DULY PASSED AND ADOPTED THIS _____ DAY OF _____, 1992.

ATTEST:

BOARD OF COUNTY COMMISSIONERS,
MARTIN COUNTY, FLORIDA

MARSHA STILLER, CLERK

MARY E. DAWSON, CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:

NOREEN S. DREYER
COUNTY ATTORNEY