

TOWER AND GROUND LEASE AGREEMENT

THIS TOWER AND GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the June day of 2006, by and between Glynn County, a Political Subdivision of the State of Georgia, by and through its Board of Commissioners ("Landlord") and New Cingular Wireless, PCS LLC, A Delaware Limited Liability Company ("Tenant").

1. Premises: Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, space on a tower structure owned and operated by Landlord and certain land (collectively, the "Premises"), namely said tower being located at 2731 Demere Brunswick, GA 31520, Glynn County, Georgia Latitude 31 degrees 09 minutes 43.33 seconds North and Longitude 081 degrees 23 minutes 50.34 seconds west (the "Tower"), said demised space on the Tower being that area used to attach antennae as shown on Exhibit "A" attached hereto, and said demised land being a tract of land upon which a communication shelter is to be built, as depicted on Exhibit "B" attached hereto, together with non-exclusive easements on property adjacent thereto and improvements thereon for access, parking, utilities, inspection, maintenance, installation, construction, operation, repair, removal, and placement at, from, of, and on the Tower and the tract of land for the Communication Facility, all as more specifically described in this Lease (including but not limited to the non-exclusive Access Easement and Utility Easement described in Section 5 and on Exhibit "A" attached hereto).

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

2. Use: Tenant has the right to use the Leased Premises for the purpose of installing, constructing, maintaining, upgrading, repairing, operating, inspecting, and removing a telecommunications center for services as a telecommunications utility other than cable television, as further described in this Lease. Tenant, or its agents or contractors, may construct, install, operate, maintain, upgrade, repair, remove, and operate the following-described telecommunications and associated equipment and communications shelters at, on, under, and/or in the Leased Premises:
 - (a) Number of antennas. (3) Decibel antenna model 932DG65VTE
(6) 1-5/8" coax cables The antenna shall not exceed 136' AGL on water tank
 - (b) Flexible coaxial transmission lines and communications equipment (such as a cable guide and brackets) between each antenna placed by Tenant on the Tower and the below described Communications Shelter, which lines and equipment shall be anchored and installed on the Tower in accordance with good and accepted engineering practices.
 - (c) A concrete pad with a communications shelter ("Communications Shelter") placed thereon and containing, without limitation and in Tenant's reasonable discretion, telecommunications equipment consisting of cellular base stations, microwave equipment, cellular switches, power supplies, batteries, and accessories.
 - (d) Emergency natural gas generator and shelter therefore (for protection thereof from the elements and otherwise), as shown on Exhibit "B" to be located adjacent to the Communications Shelter and to be used at Tenant's discretion, but in most cases intended to be used only in the event of power failure. Tenant shall obtain all authorizations required for Tenant's said generator prior to installation of said generator.

The above described concrete pad, Communications Shelter, equipment contained therein, and equipment on the Tower if installed in Tenant's discretion shall be installed by Tenant or by any of Tenant's agents or contractors named within Tenant's reasonable discretion; in the installation thereof, said agent(s) or contractor(s) shall be required and hereby is (are) authorized to install on the Leased Premises any grounding bed(s) for the Communications Facility, Tenant has the right to make alterations of the below-defined Communications Facility from time to time, so long as such alterations do not adversely affect the structural integrity to the Tower or the other users of the Tower. Any upgrade or other alteration to the Communications Facility shall be subject to a technical evaluation at the expense of the tenant and must be approved by Landlord. Any such upgrade or alteration that would result in an increase in the number, weight, or wind loading of the antennae or transmission lines placed on the Tower, or increase the space occupied by Tenant's equipment shelter, shall be subject to the prior written approval of Landlord and an equitable adjustment to the rent payable by Tenant hereunder.

For the purposes of this Lease, all of Tenant's above-referenced equipment, switches, power supplies, batteries, Communications Shelter, generator, generator shelter, accessories, and necessary appurtenances hereinafter shall be referred to collectively as the "Communications Facility."

3. Term:

- (a) Primary Term: The Primary Term of this Lease shall be for five (5) years, and shall commence on the date that Tenant begins construction of the Communications Facility, and shall terminate at 11:59 p.m. on the date preceding same five (5) years later, unless sooner terminated as provided herein
- (b) Extended Terms: Tenant is granted the option to extend the Primary Term of this Lease for four (4) additional periods of five (5) years each ("Extended Term") provided Tenant is not then in default hereunder. Each of Tenant's options to extend must be exercised by Tenant giving written notice thereof to Landlord within thirty (30) days of the expiration of the then current term.

4. Rent:

- (a) Base Rent: Tenant agrees to pay Landlord, as Base Rent for the Leased Premises, the annual sum of \$19,800.00, payable in advance on or before the 1st day of January of each and every calendar year during the Primary Term and each Extended Term to Landlord at its address designated in Section 8.

Rent checks shall be made payable to Landlord's site manager, RCC Consultants, Inc. Site Management, and mailed to the following address:

RCC Consultants, Inc.
100 Woodbridge Center Dr., Suite 201
Woodbridge, NJ, 07095-1125
Attn: Controller / Site Management

- (b) Base Rent Adjustment: The amount of Base Rent payable hereunder shall be increased by 3% on each anniversary date after the commencement date of the Primary Term and thereafter on each anniversary date of the commencement date during any Extended Term as provided in Section 3(b) above (the "Adjustment Date").
 - (c) Prorated Rent: Rent for any period during the term hereof which is less than one (1) year shall be prorated based on a three hundred sixty-five (365) day year.
5. Access and Utilities: Tenant and its employees, agents, contractors, and utility companies are hereby given and granted a non-exclusive easement for ingress, egress, and regress to and from the Leased Premises and easements over, under, upon, and across the Tower and adjoining lands and rights-of-way owned by Landlord and described on Exhibit "C" on a twenty-four (24) hour daily basis for the purpose of erection, installation, operation, inspection, repair, maintenance, and removal of the Communications Facility and other necessary appurtenances and an easement thereon for telephone lines, power lines, cables, and wires used in connection with the Communications Facility ("Access Easement"). Such easements for ingress, egress, and regress and such easement for utilities shall be over existing roads, parking lots, and/or roads on the property described on Exhibit C. Tenant shall have the right but not the obligation to improve the Access Easement by grading, graveling, or paving it; provided, however that Tenant shall be obligated to repair any damage to such easement property caused by Tenant, or its agents or employees.

Landlord grants to Tenant and to such power or telephone company ("Utility Company" or "Utility Companies") as Tenant shall designate, a non-exclusive easement for such utilities as may be reasonably necessary to serve the Leased Premises over that property described on Exhibit "C" (the "Utility Easement"). The Utility Easement shall be for the installation, operation, inspection, maintenance, and repair (whether by Tenant or by Tenant's designated Utility Companies) of necessary utilities from the point of connection with the Utility Companies' distribution networks to the Communications Shelter. The Utility Easement shall be sufficiently wide for providing the applicable utilities to the Leased Premises. It is understood that Tenant and the Utility Companies providing services to Tenant shall have access to all areas of the Leased Premises and other lands and rights-of-way owned or leased by Landlord and described on Exhibits A, B, and C as necessary for installation, operation, inspection, upgrade, maintenance, and/or repair of such services. Landlord shall advise Tenant of any Utility Company requesting an easement under, over, upon and/or across the Leased Premises.

6. Utilities at Tenant's Cost: Tenant shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Tenant on the Leased Premises. If necessary, Tenant shall have an electrical current meter and gas meter installed at the Leased Premises for Tenant's electrical usage, and gas usage respectively and the cost of such meter(s) of installation, maintenance, upgrade and repair thereof shall be paid for by Tenant.

7. Holding Over: Should Tenant hold possession of the Leased Premises or any portion thereof after the date upon which the Leased Premises are to be surrendered, Tenant will become a tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to Lease term and, during any such month-to-month tenancy, Tenant shall pay monthly rent in the amount which is one-twelfth (1/12th) of one-hundred twenty-five percent (125%) of the adjusted Base Rent that was payable by Tenant during the immediately preceding Lease year. Tenant will continue occupancy from month-to-month until terminated by Landlord or Tenant by the giving of thirty (30) days written notice to the other. Nothing in this Section is to be construed as a consent by Landlord to the occupancy or possession of the Leased Premises by Tenant after the expiration of the Lease term.
8. Notice: All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested postage prepaid, United States mail, and addressed to the applicable party as follows:

Landlord:	Tenant:
Glynn County Board of Commissioners	c/o Cingular Wireless LLC
1725 Reynolds Street	Attn: NREA
Brunswick, Georgia 31520	Re: Cell Site: Demere 058-044
Phone (912) 634-0968	6100 Atlantic Boulevard
Department	Norcross, GA 30071
	Attn: IT
	Facsimile No: 678-418-4166
	Phone: 678-418-4133

With a copy to:

RCC Consultants, Inc.	Cingular Wireless LLC
2809 Emerywood Pkwy, Suite 505	Attn: Legal Department
Richmond, VA 23294	Re: Cell Site Name: Demere 058-044
Attn: Site Management	5565 Glenridge Connector
	Atlanta, Georgia 30342

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

9. Liability and Indemnity: Tenant agrees to indemnify and save the Landlord and its Commissioners, officers and its agents and employees and Glynn County Board of Commissioners harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligent act, negligent omission, or intentional tort of Tenant or Tenant's agents, employees, or contractors occurring during the term of this Lease in or about the Leased Premises. Tenant agrees to use and occupy the Leased Premises at Tenant's own risk and hereby releases Landlord and its Commissioners and its agents and employees and Glynn County Board of Commissioners, from all claims for any damage or injury to persons or property to the full extent permitted by law. It is understood and agreed, however, that this hold harmless and indemnification does not apply to damage or injury to persons or property caused by the sole negligence of Landlord, its Commissioners, its officers and its agents and employees. The provisions of this Section 9 shall survive the termination of this Lease.

10. Termination:

- (a) Tenant has the right to terminate this Lease at any time upon any of the following events:
 - (i) By Tenant for any reason or no reason at all upon six (6) months written notice from Tenant.
 - (ii) If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Facility cannot be obtained, or is revoked, or if Tenant determines the cost of obtaining such approval is prohibitive; or,
 - (iii) If Tenant determines that the Leased Premises is not appropriate for locating the Communications Facility for technological reasons, including, but not limited to, signal interference.
- (b) Landlord has the right to terminate this Lease upon any of the following events:
 - (i) By Landlord for any reason or no reason at all upon six (6) months written notice from Landlord;
 - (ii) If Landlord, in its sole discretion based on sound engineering principles, determines that the Tower has become structurally unsound; or
 - (iii) If Landlord, in its sole discretion based on sound fiscal and engineering principles determines that the Tower should be withdrawn from use as a water storage facility; or,
 - (iv) If Landlord, in its sole discretion based on sound engineering principles determines that the Tower has become hazardous or dangerous to persons or property due to an Act of God.
 - (v) If Landlord determines that Tenant's use of the property under this Lease (including Tenant's operations of its antennae equipment) is interfering with the rights of other tenants currently on the Tower.

Notwithstanding the foregoing, prior to any termination of this Lease for any of the reasons stated in this Section 10(b), Landlord, if Landlord has usage rights to any other tower, shall give Tenant the option of relocating the Communications Facility to any other said tower (provided that Tenant do, at Tenant's expense, whatever is necessary in order to make any said tower site structurally and otherwise appropriate for placement of the Communications Facility thereon); and, if Tenant exercises said option in Tenant's discretion, this Lease and all exhibits hereto shall be modified to the minimal extent necessary to make this Lease applicable to the relocated tower site (i.e., redefining "Tower" to the relocated tower site, and redefining "Leased Premises", "Access Easement" and "Utility Easement" to that applicable to the relocated tower site), and this Lease shall continue in full force and effect. In the event Tenant is given an option to relocate the Communications Facility as provided by this paragraph, Landlord consents to Tenant's inspection and testing of any and every proposed relocated

tower site, and Landlord acknowledges that Tenant will and has the power to seek permits for the proposed relocated tower site, all inspection, testing, and permits acquisition being of the same or substantially similar scope and effect as those made or pursued for the Tower.

- (c) Tenant will give Landlord thirty (30) days written notice of termination of this Lease under the terms of Section 10(a) (ii) and (iii). Landlord will give Tenant six (6) months written notice of termination of this Lease under the terms of Section 10 (b) (i) and (ii). Upon termination, neither party will owe any further obligation under this Lease except as otherwise provided in Section 11 and except for the indemnities and hold harmless provisions in this Lease, the provisions of Section 22, the prompt reimbursement of pro-rata prepaid rent, and Tenant's responsibility of removing all of the Communications Facility from the Leased Premises and restoring the Leased Premises to its condition as of the commencement date of this Lease, save and except normal wear and tear, damage arising out of Acts of God, and items constructed or changed by any person(s) or entity(ies) other than Tenant.

11. Default: Notwithstanding anything in the Lease to the contrary, Tenant shall not be in default under this Lease until thirty (30) days after receipt of written notice from Landlord specifying Tenant's failure to comply with any material provision of this Lease, which failure is not cured within said thirty (30) days; provided, however, where such default cannot reasonably be cured within thirty (30) days, Tenant shall not be deemed to be in default under this Lease if Tenant commences to cure such default within said thirty (30) days and thereafter diligently pursues such cure to completion.

In the event of Tenant's default in the payment of rentals or in Tenant's failure to comply with any other material provision of this Lease, Landlord may, at its option, terminate this Lease without affecting its right to sue for all past due rentals and any other damages to which the Landlord may be entitled.

In the event of Landlord's failure to comply with any material provision of this Lease, which failure is not cured within thirty (30) days after receipt of written notice thereof from Tenant (provided, however, where any such default cannot reasonably be cured within thirty (30) days, Landlord shall not be deemed to be in default under this Lease if Landlord commences to cure such default within said thirty (30) days and thereafter diligently pursues such cure to completion), Tenant may, at its option, terminate this Lease. Notwithstanding the foregoing, in no event shall Landlord's right to cure exceed sixty (60) days after notice of failure to comply with this Lease.

The rights and remedies stated in this Lease are not exclusive and the parties, in the event of a breach hereof or a dispute, are entitled to pursue any of the remedies provided herein, by law, or by equity.

No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Lease shall operate as a waiver of any of the rights hereunder or by law or equity provided, nor shall any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver shall affect any term or condition other than the one specified in such waiver and that one only for the time and manner specifically stated.

12. Interference: Tenant shall not (nor shall it allow any of its employees, agents or others claiming through it to) construct, operate, maintain, upgrade or remove any antenna, antenna system, the communications shelter and the communications facility described herein or any other equipment so as to cause or contribute to any adverse effect or interference with Landlord's or the equipment of another tenant on the Tower as of the date of this Lease, including, without limitation, communications equipment or the Landlord's or other tenant's use of, or rights of use with respect to, the Premises, access easement or utility easement or other contiguous property including those rights described in the lease identified herein below. In the event of any adverse effect or interference, Tenant shall take all steps necessary to correct and eliminate the adverse effect or interference within ten (10) days including the removal of any interfering antenna or other equipment from the Premises, Access Easement, Utility Easement or contiguous property.
13. Insurance: Tenant, at its expense, shall maintain in force during the term of this Lease a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than \$2,000,000.00 insuring Landlord and Tenant against all liability arising out of the Tenant's use, occupancy, or maintenance of the Leased Premises, which policy shall be endorsed as a primary insurance to Landlord.
14. Tests: Tenant is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Leased Premises are suitable for Tenant's use as intended by this Lease.
15. USUFRUCT: Landlord and Tenant agree and intend to agree that this is a nonexclusive usufruct and that no estate in land is or shall be conveyed hereunder.
16. Fixtures: Landlord covenants and agrees that no part of the improvements constructed, erected, or placed by Tenant on the Leased Premises or other real property owned by Landlord shall be or become, or be considered as being, affixed to or a part of Landlord's real property; and any and all provisions and principles of law to the contrary notwithstanding, Landlord specifically intends to covenant and agree and does hereby covenant and agree that all personal property and improvements of every kind and nature constructed, erected, or placed by Tenant on the Leased Premises, or other real property owned by Landlord, shall be and remain the property of Tenant despite any default or termination of this Lease and may be removed by Tenant anytime in Tenant's discretion provided that Tenant at its expense shall restore the Leased Premises pursuant to Section 10(c).
17. Memorandum of Agreement: After preparation of the legal descriptions of the Leased Premises, Access Easement, and Utility Easement as provided in Sections 1 and 5, each party, at the request of the other, shall sign a Memorandum of Lease substantially in the form attached hereto as Exhibit 'D'; and Tenant, at its sole expense, may record the Memorandum of Lease in the official records of the County land records recording office(s) reasonable for notice purposes.
18. Assignment and Subletting by Tenant: Tenant may, with landlord's written consent (which shall not be unreasonably withheld), assign or sublet any or all of Tenant's interest in this Lease, any part thereof, the leaseholder's interest of Tenant created hereby and/or any or all of Tenant's right, title, and interest in and to any or all of the Communications Facility. Any said assignee or sublessee of this Lease shall be bound by the terms of this Lease. No language in this Section will release Tenant from its obligations pursuant to this Lease for the term remaining at the time of any assignment or

subletting consented to by Landlord.

19. Permits: Landlord acknowledges that following the execution of this Lease, Tenant will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively, "Permits") necessary for the construction, operation, and maintenance of the Communications Facility. Landlord agrees to execute and deliver any applications, maps, certificates, or other documents and to provide such other information that may be required in connection with Tenant's obtaining the Permits. Notwithstanding the foregoing, Landlord does not guarantee that zoning is now proper for the construction of the Communications Facility.
20. Consent: Except as otherwise provided in Section 19, whenever under the Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.
21. Debt Security: Tenant may, without Landlord's consent, pledge, mortgage, convey by deed of trust, assign, create a security interest in, or otherwise execute and deliver any and all instruments for the purpose of securing any bona fide indebtedness or evidence thereof any or all of Tenant's interest in this Lease, any part thereof, the leaseholder's interest of Tenant created hereby, and any and all of Tenant's right, title, and interest in and to any and all of the Communications Facility. Promptly on Tenant's or Tenant's lender's request, Landlord shall execute and deliver, and shall assist in facilitating the execution and delivery of, all documents requested by any of the Tenant's lenders which are consistent with the terms of this Agreement including but not limited to waivers of Landlord's right to levy or distrain upon for rent any of Tenant's property given as security for a debt, consents that none of the Communications Facility shall become fixtures, consents as to procedure for any of Tenant's lenders' sale of the Communications Facility, consents to Tenant's assignment to any lender(s) of any and all of Tenant's interest in or to this Lease and the Communications Facility. Failure of Landlord and all other persons and entities to execute and deliver to any of Tenant's lender(s) all document requested by said lender(s) in conformance with this agreement shall entitle Tenant to terminate this Lease immediately without any further obligation to Landlord.
22. Environmental Matters:
 - (a) Tenant agrees to indemnify, defend, and hold Landlord and Landlord's affiliates, officers, directors, employees, agents, lenders, successors, and assigns harmless from any claims, damages, fines, penalties, losses, judgments, costs, and liabilities resulting from Tenant's operations on the Premises resulting in any violation of any Environmental Law by Tenant.
 - (b) The provisions of this Section 22 shall survive termination of this Lease.
23. Fences: During the Primary Term and each Extended Term, and in exercising the rights, powers, privileges, and immunities provided hereunder, Tenant, with Landlord's prior written consent {i.e., plans therefore must be approved by the Glynn County Water and Sewer Department}, may fence in that portion of the Leased Premises as is reasonable for protection of the Communications Facility. Landlord shall not prohibit Tenant's access to the Leased Premises. Notwithstanding the foregoing, Tenant agrees to submit a copy of all its construction plans to the Glynn County Water and Sewer Department for its review.

24. Title: Landlord represents and warrants to Tenant that Landlord has good and marketable title to the Leased Premises, Access Easement, and Utility Easement, free and clear of all liens, encumbrances, and exceptions. Landlord shall warrant and defend the same to Tenant against the claims and demands of all persons and entities.
25. Condemnation of Leased Premises: In the event that any government, public body, or other condemning authority shall take, or if Landlord shall transfer in lieu of such taking, all or such part of the Leased Premises, Access Easement, or Utility Easement thereby making it physically or financially infeasible for the Leased Premises to be used in the manner intended by this Lease, Tenant shall have the right to terminate this Lease effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately. However, if only a portion of the Leased Premises, Access Easement, or Utility Easement is taken, and Tenant does not elect to terminate this Lease under this provision, then rental payments provided under this Lease shall abate proportionally as to the portion taken which is not then usable by Tenant. Landlord shall make all necessary repairs and alterations to restore the portion of the Leased Premises remaining to as near its former condition as circumstances will permit (at a cost not to exceed Landlord's proceeds from said condemnation or transfer), and this Lease shall continue.
26. Quiet Enjoyment: Landlord covenants that Tenant; upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, shall peaceably and quietly hold and enjoy the right to use the Leased Premises, Access Easement, and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection, or molestation by Landlord or any person or persons claiming under Landlord.
27. Tower Analysis: Landlord agrees to furnish Tenant, promptly on Tenant's request, with true copies of all tower analyses performed on the Tower within the two (2) years preceding Tenant's possession of space on the Tower. In the absence of said Tower analyses or if the most recent analyses are insufficient for Tenant's needs, Landlord, at Tenant's request, agrees to cooperate with Tenant in acquiring new analyses of the Tower. If Tenant requests any new analyses of the Tower, Tenant shall be responsible for coordinating the said new analyses, and the cost of the new analyses shall be paid solely by Tenant. Notwithstanding the foregoing, in the event Tenant determines after reviewing any Tower analyses that the Tower is not structurally appropriate for Tenant's needs, Tenant may, at Tenant's option, either terminate this Lease or with the written consent of the Landlord pay the additional cost of reinforcing or otherwise making the Tower structurally appropriate for Tenant's use, provided all local, State, and Federal laws, rules, and regulations are adhered to at Tenant's expense in the construction process.
28. Other Conditions and Provisions:
- (a) Notwithstanding the provisions of Section 27: Except if Landlord in its sole discretion based on sound engineering and fiscal principles determines that the Tower has become structurally unsound, should be withdrawn from use as a water storage facility, or has become hazardous or dangerous to persons or property for any reason or except if the Leased Premises, Access Easement, or Utility Easement is damaged due to Tenant's negligence or Tenant's agents' or

contractors' negligence, Landlord, at Landlord's expense shall maintain in good condition and repair the Tower, Landlord's land surrounding the Tower, the Access Easement, and the Utility Easement. Landlord has the responsibility of observing Tower lights requirements and keeping applicable records (including records of notification to Federal Aviation Administration of any failure or repairs of the Tower and any corrections of same). If Landlord has the duty to maintain and repair the Tower, Leased Premises, Access Easement and/or Utility Easement and if Landlord fails to maintain and repair as required hereunder so as to render all or any part of the Leased Premises, Access Easement, or Utility Easement materially unusable for Tenant's intended use, rent shall abate while Landlord, at Landlord's expense, promptly restores the Leased Premises, Access Easement, and Utility Easement to its condition prior to such damage; provided, however, in the event Landlord fails to so repair the Leased Premises, Access Easement or Utility Easement, as the case may be, within thirty (30) days of said damage, Tenant shall have the right to;

- (i) terminate this Lease without further obligations from Tenant to Landlord hereunder and without affecting Tenant's remedies permitted by law, equity, and/or this Lease for Landlord's breach of this Lease; or
 - (iii) hold Landlord in default pursuant to Section 11.
- (b) Tenant covenants and agrees that Tenant's antennas and the installation, operation, and maintenance thereof will:
 - (i) Not unreasonably interfere with the operation of communications equipment of Landlord or other tenants on the Tower as of the date of this Lease. In the event there is such interference by Tenant, Tenant promptly will take all steps necessary to correct and eliminate same within a reasonable time. If Tenant is unable to eliminate such interference caused by it within a reasonable time, Tenant agrees to remove its antenna(s) causing the interference from the Tower and, in Tenant's discretion, replace it with equivalent number which cause no said interference.
 - (ii) Not unreasonably interfere with the Landlord's maintenance, operation and repair of the Tower and its lighting system and water system to said end, Tenant shall cooperate with Landlord's maintenance, painting, and sandblasting of the Tower by removing, at Tenant's expense, Tenant's antennas from the Tower as necessary to facilitate said maintenance, painting, and sandblasting provided that, if such removal for said maintenance, painting, and sandblasting is necessary, Landlord shall give Tenant thirty (30) days notice of same.
- (c) During the term of this Lease and its extensions, Landlord will not give, grant, or convey any future interest in or lease, license, or permission to use the Leased Premises, Access Easement, or Utility Easement if such transfer or use in any way adversely affects or interferes with Tenant's use of its Communications Facility and the Leased Premises, Access Easement, or Utility Easement. In the event of any adverse effect or interference, landlord shall take all steps necessary to correct and eliminate the adverse effect or interference within a reasonable time, including but not limited to Landlord shall be obligated to

terminate or revoke the said other use, interest, lease, license, or permission, or otherwise remove the grantee and any interfering antenna(s) or other equipment from the Leased Premises, Access Easement, or Utility Easement. Notwithstanding anything in the foregoing to the contrary, this provision is not intended, and shall not be construed, to impair or qualify any rights of Landlord with respect to any rights of use currently existing under leases, or other agreements, or under any renewals of such existing leases or other agreements pursuant to renewal options contained therein.

(d) Landlord shall comply with all local, State, and Federal laws, rules, and regulations required by it to be performed as Landlord hereunder and owner of the Tower.

(e) Tenant shall comply with all local, State, and Federal laws, rules, regulations required by it to be performed as Tenant hereunder.

29. Entire Agreement and Binding Effect: This Lease and any attached exhibits, and any conditional assignment of lease, leasehold mortgage, and nondisturbance and attornment agreement mentioning this Lease, constitute the entire agreement between Landlord and Tenant; no prior written promises, or prior contemporaneous, or subsequent oral promises or representations, shall be binding. This Lease shall not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

30. Governing Law: This Lease shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the date and year above written.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

(Unofficial Witness)

Notary Public

My commission expires:

[NOTARY SEAL]

LANDLORD:

GLYNN COUNTY, A Political Subdivision
Of the State of Georgia
By and through its Board of Commissioners

By : _____(SEAL)

ATTEST: _____(SEAL)
Its Clerk

[COUNTY SEAL]

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

(Unofficial Witness)

Notary Public

My commission expires:

[NOTARY SEAL]

TENANT:

New Cingular Wireless, PCS, LLC,
a Delaware limited liability company

By: _____

Print Name: B. R. Cates

Title: Executive Director

PREPARED FOR:



12555 CINGULAR WAY
ALPHARETTA
GA 30004
TEL: (404)713-0184

PM/CW:



2355 Industrial Park Blvd,
Cumming, GA 30041
TEL: (678)513-1501



SITE NUMBER:

GA 058-044

SITE NAME:

DEMERE

ADDRESS:

2731 DEMERE STREET
ST. SIMONS ISLAND, GA

ENGINEER SEAL:

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THIS DOCUMENT UNLESS AS DIRECTED BY A LICENSED PROFESSIONAL ENGINEER

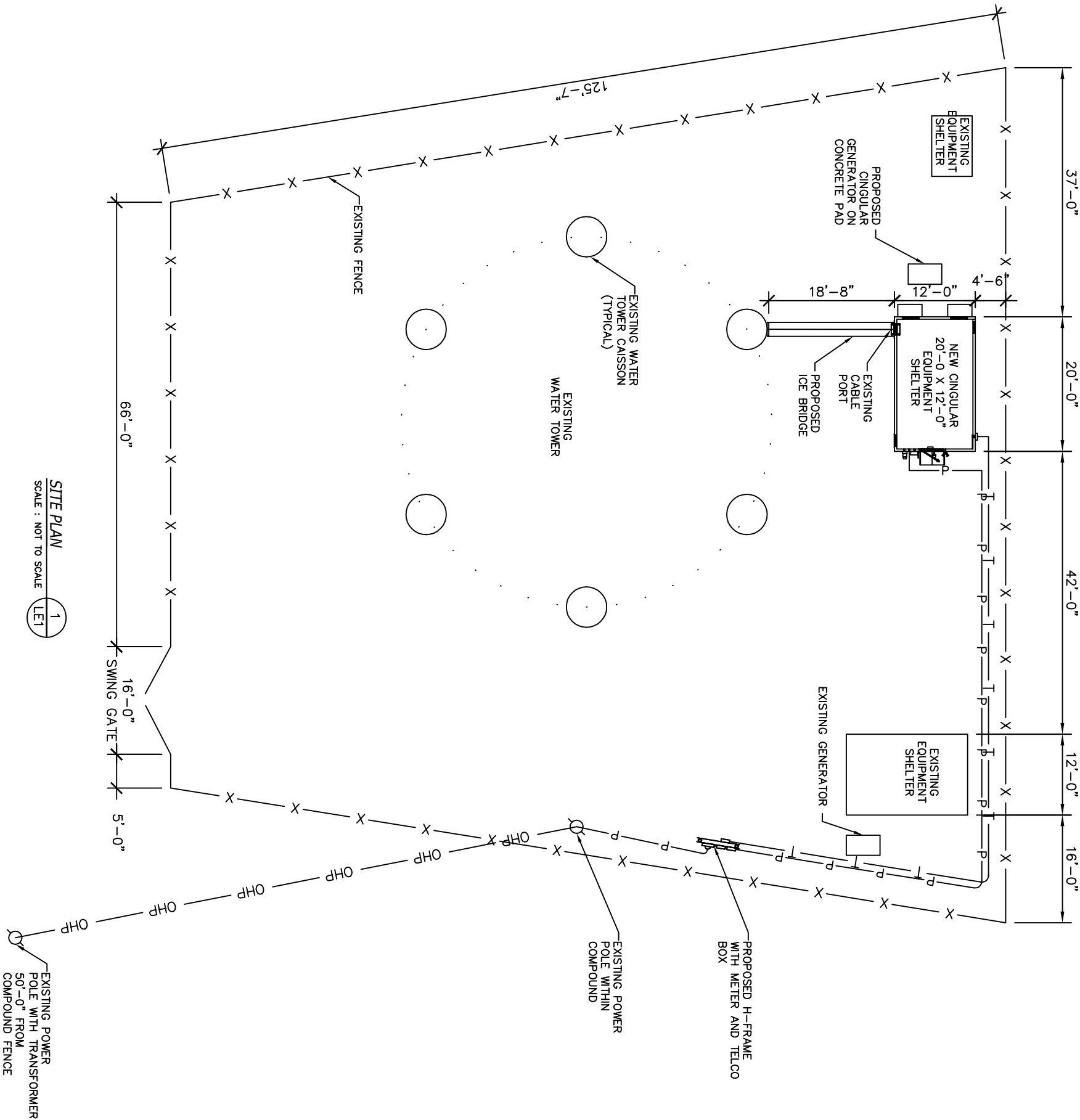
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PROJECT NO. :	0308-351		
REVISION			
REV	DATE	DESCRIPTION	BY
1	04/17/06	ISSUED FOR REVIEW	NDW

SHEET TITLE

LEASE EXHIBIT
SITE PLAN

SHEET NUMBER

LE 1



SITE PLAN
SCALE : NOT TO SCALE
1
LE1

RCC Consultants, Inc.
Tenant/Carrier Configuration Data

TOWER INFORMATION			
Contact:	John Hitch	Site Name:	Demere
Phone Number:	(757) 652-7003	Site Number:	
Site Address:	2731 Demere Road St. Simons Island, GA 31522	Longitude (W):	81 23 44.8
		Ground Elevation:	20'
		Latitude (N):	31 09 45.2
		Tower Height:	134'

CARRIER INFORMATION			
Carrier Name:	Cingular Wireless	Primary Contact Name/Number: Dennis Czarnyska c/o Baran Telecom (904) 955-6806	
Carrier Site Name:	Demere		
Carrier Site Number:	058-044	Construction Contact Name/Number: Jason Little (706) 951-8575	
Billing Address: Cingular Wireless, LLC 6100 Atlantic Boulevard Norcross, GA 30071		RF Contact Name/Number: Greg Knight (912) 398-5304	

ANTENNAS				
	Sector 1	Sector 2	Sector 3	Sector 4
Radiation Center (Feet AGL)	134'	134'	134'	
Antenna Quantity	1	1	1	
Antenna Manufacturer	Decibel	Decibel	Decibel	
Antenna Model	932DG65VTE	932DG65VTE	932DG65VTE	
Antenna Dimensions (W x L x D)	51"	7"	3"	
Orientation/Azimuth	45	140	200	
Mechanical Tilt (Degree)	0	0	0	
Mount Mfg. and Model	Andrew DB5098	Andrew DB5098	Andrew DB5098	
Tower Mount Dimensions (W x L x D)	Existing Corral	Existing Corral	Existing Corral	
Tower Mount Center Mounting Height	Existing Corral	Existing Corral	Existing Corral	
Number of Coax Cables (PER SECTOR)	2	2	2	
Diameter of Coax Cables	1 5/8"	1 5/8"	1 5/8"	

GROUND SPACE			
Cabinet Pad Dimensions (W' x L')		Generator Pad Area Dimensions	
Shelter Pad Dimensions (W' x L')	11'6" x 20'0"	Cabinet Manufacturer/Model	
		Shelter Manufacturer/Model	Fiberbond 11'6" x 20'

UTILITY INFORMATION			
New Build:	Power Panel: (Number of Meter slots available)		Total Amperage:
	Meter #:	Electrical Co: Georgia Power	Tel Co: Bellsouth
Tenant:	Amperage:	Meter No.:	

Form Completed By: Signature: 

Date: April 11, 2006

Printed Name: Dennis Czarnyska

Company: Baran Telecom

6104 Eastwood Terrace
Norfolk, Virginia 23508