

BU: 826366

Site Name: OCEANFRONT

# Parent Parcel

Beginning at an iron pipe which is located at the intersection of the Easterly right of way line of the Oregon Coast Highway No. 101 with the North line of Lake Boulevard in OCEANLAKE PLAT NO. 1, Lincoln County, Oregon; thence South 85 deg. 04-1/2' East, along the North line of Lake Boulevard, 425.0 feet; thence North 16 deg. 47' East, 306.54 feet; thence North 4 deg. 47' East, 44.2 feet, to the true point of beginning; thence North 4 deg. 47' East, 366.0 feet, more or less, to the North line of U.S. Lot 9 in Section 11, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County; thence North 89 deg. 59' West, to the Easterly right of way of the Oregon Coast Highway No. 101; thence South, along the Easterly right of way of said highway, 50.0 feet; thence South 89 deg. 59' East, 92.5 feet; thence South 2 deg. 51' West, 269.0 feet; thence South 64 deg. 26' East, 141.3 feet; thence North 85 deg. 41' East, 188.9 feet, to the point of beginning.

# Lease Area

**A LEASE BEING A PORTION OF GOVERNMENT LOT 9 OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 11 WEST, LINCOLN COUNTY, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT IN A PORTION OF GOVERNMENT LOT 9 OF SECTION 11, HAVING ESTABLISHED GRID COORDINATES OF N499388.37, E7295308.78; THENCE N07°32'28"W, A DISTANCE OF 35.00 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499423.08, E7295304.17; THENCE N82°27'34"E, A DISTANCE OF 45.00 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499428.97, E7295348.78; THENCE S07°32'28"E, A DISTANCE OF 35.00 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499384.27, E7295353.37; THENCE S82°27'32"W, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.**

**ALL INFORMATION ABOVE IS ESTABLISHED IN GRID COORDINATES OF NORTH ZONE, OREGON STATE COORDINATE SYSTEM.**

# Access

**A 20 FOOT ACCESS AND UTILITY EASEMENT BEING A PORTION OF GOVERNMENT LOT 9 OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 11 WEST, LINCOLN COUNTY, STATE OF OREGON, THE CENTERLINE OF SAID 20 FOOT EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT IN GOVERNMENT LOT 9 OF SECTION 11 AND THE NORTHERLY LEASE LINE, HAVING ESTABLISHED GRID COORDINATES OF N499427.26, E7295335.92; THENCE N32°04'01"E, A DISTANCE OF 70.13 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499486.89, E7295373.15; THENCE N05°09'19"E, A DISTANCE OF 78.15 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499564.53, E7295380.17; THENCE N19°06'25"E, A DISTANCE OF 83.57 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499824.59, E7295400.98; THENCE N25°58'01"W, A DISTANCE OF 45.63 FEET TO POINT "A", HAVING ESTABLISHED GRID COORDINATES OF N499885.62, E7295381.00; THENCE N83°39'48"W, A DISTANCE OF 173.00 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499884.71, E7295209.06; THENCE N09°11'31"W, A DISTANCE OF 57.09 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499885.51, E7295151.97; THENCE N75°10'23"W, A DISTANCE OF 49.60 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 101, HAVING ESTABLISHED GRID COORDINATES OF N499898.21, E7295104.03.**

**THE SIDELINES OF SAID 20 FOOT EASEMENT TO BE EXTENDED OR SHORTENED TO TERMINATE AT THE NORTHERLY LINE OF LEASE AND THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 101.**

**ALL INFORMATION ABOVE IS ESTABLISHED IN GRID COORDINATES OF NORTH ZONE, OREGON STATE COORDINATE SYSTEM.**

# Prime Lease



Recording Requested by  
and Return to:  
Old Republic Residential Information Services  
530 S. Main Street, Suite 1031  
Akron, Ohio 44311  
Attention: 13052986



00087579201400027150080081

I, Dana W. Jenkins, County Clerk, do hereby certify  
that the within instrument was recorded in the Lincoln  
County Book of Records on the above date and time.  
WITNESS my hand and seal of said office affixed.



*Dana W. Jenkins*  
Dana W. Jenkins, Lincoln County Clerk

All Tax Statements  
Should be Sent To:  
Crown Castle  
1220 Augusta Drive, Suite 500  
Houston, Texas 77057

STATE OF OREGON )

COUNTY OF LINCOLN )

Cross Reference to:

**MEMORANDUM OF MASTER PREPAID LEASE  
AND MANAGEMENT AGREEMENT**

**THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT** (this "Memorandum") is made this 1 day of August, 2013, by and between **T-MOBILE WEST TOWER LLC**, a Delaware limited liability company ("T-Mobile Lessor"), having a mailing address of 12920 S.E. 38th Street, Bellevue, Washington 98006, and **CCTMO LLC**, a Delaware limited liability company ("Crown"), having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. The Episcopal Parish of St. James Lincoln City and Trinity Wireless Towers, Inc ("Original T-Mobile Tenant") entered into that certain Ground Lease Agreement dated June 11, 2001, an unrecorded memorandum of which is attached hereto as **Exhibit B**, for certain real property as described on **Exhibit A** attached hereto and incorporated herein by reference (the "Land").

2. T-Mobile Lessor and Crown are parties to (a) a Master Prepaid Lease (the "MPL") and (b) a Management Agreement (the "MA"), each with an effective date of November 30, 2012, pursuant to which T-Mobile Lessor (as successor to Original T-Mobile Tenant) has granted to Crown and Crown has accepted, either (y) a leasehold or sub-leasehold interest in the Land, together with the telecommunications tower located thereon, and such other improvements as more fully set forth in the MPL or the MA, as applicable (collectively, the "Site"), or (z) an exclusive right to operate, manage and administer the Site, in either case, subject to the terms, conditions and reservations in the MPL or the MA, as applicable.

3. The MPL and the MA each have a term that commenced on November 30, 2012 and shall terminate or expire, with respect to the Site, on the Site Expiration Date or Technical

Closing Date, as applicable, and as determined in accordance with the MPL and the MA, but in no event later than December 31, 2049.

4. Crown has an option to purchase T-Mobile Lessor's right, title and interest in the Site in accordance with Section 20 of the MPL.

5. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the MPL. The MPL and the MA and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the MPL or the MA or of any amendments thereto. The parties agree that the terms and conditions of the MPL and the MA, as applicable, shall govern the relationship of the parties under this Memorandum and the MPL and the MA are each incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the MPL or the MA and this Memorandum, the applicable terms of the MPL and the MA shall govern and control.

6. This Memorandum shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties; provided, however, if the term of both the MPL and MA shall terminate or expire with respect to the Site, the parties shall execute and file a revocation of or amendment to this Memorandum to evidence such termination or expiration. If either party fails to timely execute a revocation of or amendment to this Memorandum promptly after the expiration or termination of both the MPL and MA, then the other party shall have the right to execute such revocation or amendment as attorney in fact for such failing party.

*[Remainder of page intentionally left blank. Signature and acknowledgments to follow.]*

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

**T-MOBILE LESSOR:**

**T-MOBILE WEST TOWER LLC,**  
a Delaware limited liability company

By: **CCTMO LLC,**  
a Delaware limited liability company  
Its: Attorney in Fact

By: *[Signature]*  
Name: Lisa A. Sedgwick  
Its: RET Manager

STATE OF Texas )  
                                  )  
Harris COUNTY )

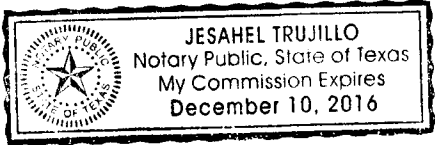
On this 1 day of August, 2013, before me personally appeared Lisa A Sedgwick the RET Manager of CCTMO LLC, a Delaware limited liability company, as Attorney in Fact for **T-MOBILE WEST TOWER LLC**, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*[Signature]*  
Notary Public

My Commission Expires: 12-10-16

Notary Seal



**CROWN:**

**CCTMO LLC,**  
a Delaware limited liability company

By: *Lisa A. Sedgwick*  
Name: Lisa A. Sedgwick  
Its: RET Manager

STATE OF Texas )  
Harris COUNTY )

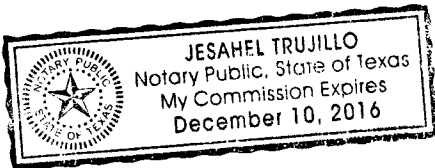
On this 1 day of August, 2013, before me personally appeared Lisa A Sedgwick the RET Manager of CCTMO LLC, a Delaware limited liability company, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*Jesahel Trujillo*  
Notary Public

My Commission Expires: 12-10-16

Notary Seal



## EXHIBIT "A"

A 1600 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

Beginning at an iron pipe which is located at the intersection of the Easterly right of way line of the Oregon Coast Highway No. 101 with the North line of Lake Boulevard in OCEANLAKE PLAT NO. 1, Lincoln County, Oregon; thence South 85 deg. 04-1/2' East, along the North line of Lake Boulevard, 425.0 feet; thence North 16 deg. 47' East, 306.54 feet; thence North 4 deg. 47' East, 44.2 feet, to the true point of beginning; thence North 4 deg. 47' East, 366.0 feet, more or less, to the North line of U.S. Lot 9 in Section 11, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County; thence North 89 deg. 59' West, to the Easterly right of way of the Oregon Coast Highway No. 101; thence South, along the Easterly right of way of said highway, 50.0 feet; thence South 89 deg. 59' East, 92.5 feet; thence South 2 deg. 51' West, 269.0 feet; thence South 64 deg. 26' East, 141.3 feet; thence North 85 deg. 41' East, 188.9 feet, to the point of beginning.

EXCEPTING THEREFROM the following portion thereof: Beginning at the Northwest corner of the above described tract; thence, continuing South along the Easterly right of way of the Oregon Coast Highway, a distance of 50.0 feet; thence South 89 deg. 59' East, 92.5 feet; thence Northerly parallel with the Easterly right of way line of Highway 101, to a point in the Northerly boundary line of the above described tract; thence North 89 deg. 59' West, a distance of 92.5 feet, to the point of beginning.

More particularly described as follows:

#### LEASE AREA LEGAL DESCRIPTION

A LEASE BEING A PORTION OF GOVERNMENT LOT 9 OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 11 WEST, LINCOLN COUNTY, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN A PORTION OF GOVERNMENT LOT 9 OF SECTION 11, HAVING ESTABLISHED GRID COORDINATES OF N499388.37, E7295308.78; THENCE N07°32'28"W, A DISTANCE OF 35.00 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499423.08, E7295304.17; THENCE N82°27'34"E, A DISTANCE OF 45.00 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499428.97, E7295348.78; THENCE S07°32'28"E, A DISTANCE OF 35.00 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499384.27, E7295353.37; THENCE S82°27'32"W, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

ALL INFORMATION ABOVE IS ESTABLISHED IN GRID COORDINATES OF NORTH ZONE, OREGON STATE COORDINATE SYSTEM.

#### ACCESS AND UTILITY LEGAL DESCRIPTION

A 20 FOOT ACCESS AND UTILITY EASEMENT BEING A PORTION OF GOVERNMENT LOT 9 OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 11 WEST, LINCOLN COUNTY, STATE OF OREGON, THE CENTERLINE OF SAID 20 FOOT EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN GOVERNMENT LOT 9 OF SECTION 11 AND THE NORTHERLY LEASE LINE, HAVING ESTABLISHED GRID COORDINATES OF N499427.28, E7295335.92; THENCE N32°04'01"E, A DISTANCE OF 70.13 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499488.88, E7295373.13; THENCE N05°09'19"E, A DISTANCE OF 78.15 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499584.33, E7295380.17; THENCE N19°06'25"E, A DISTANCE OF 63.57 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499824.98, E7295400.98; THENCE N25°58'01"W, A DISTANCE OF 45.83 FEET TO POINT "A", HAVING ESTABLISHED GRID COORDINATES OF N499685.82, E7295381.00; THENCE N03°39'48"W, A DISTANCE OF 173.00 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499884.71, E7295209.06; THENCE N08°11'51"W, A DISTANCE OF 57.09 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499685.51, E7295151.97; THENCE N75°10'23"W, A DISTANCE OF 48.80 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 101, HAVING ESTABLISHED GRID COORDINATES OF N499888.21, E7295104.03.

THE SIDELINES OF SAID 20 FOOT EASEMENT TO BE EXTENDED OR SHORTENED TO TERMINATE AT THE NORTHERLY LINE OF LEASE AND THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 101.

ALL INFORMATION ABOVE IS ESTABLISHED IN GRID COORDINATES OF NORTH ZONE, OREGON STATE COORDINATE SYSTEM.

#### FIRE ACCESS LEGAL DESCRIPTION

A FIRE ACCESS EASEMENT BEING A PORTION OF GOVERNMENT LOT 9 OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 11 WEST, LINCOLN COUNTY, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LEASE IN A PORTION OF GOVERNMENT LOT 9 OF SECTION 11, HAVING ESTABLISHED GRID COORDINATES OF N499423.08, E7295304.17; THENCE N07°32'28"W, A DISTANCE OF 32.00 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499454.78, E7295298.97; THENCE N82°27'34"E, A DISTANCE OF 90.00 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499488.88, E7295389.19; THENCE S07°32'28"E, A DISTANCE OF 32.00 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499434.87, E7295393.39; THENCE ALONG THE NORTHERLY LINE OF SAID LEASE S82°27'34"W, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

ALL INFORMATION ABOVE IS ESTABLISHED IN GRID COORDINATES OF NORTH ZONE, OREGON STATE COORDINATE SYSTEM.

#### UTILITY LEGAL DESCRIPTION

A 20 FOOT UTILITY EASEMENT BEING A PORTION OF GOVERNMENT LOT 9 OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 11 WEST, LINCOLN COUNTY, STATE OF OREGON, THE CENTERLINE OF SAID 20 FOOT EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" OF THE ACCESS AND UTILITY EASEMENT IN A PORTION OF GOVERNMENT LOT 9 OF SECTION 11, HAVING ESTABLISHED GRID COORDINATES OF N499885.82, E7295381.01; THENCE N15°21'04"E, A DISTANCE OF 47.10 FEET, HAVING ESTABLISHED GRID COORDINATES OF N499711.04, E7295393.48 TO A POINT ON THE NORTH LINE OF THAT TRACT OF LAND AS RECORDED IN DOCUMENT NO. 6236398, LINCOLN COUNTY DEED RECORDS.

THE SIDELINES OF SAID 20 FOOT EASEMENT TO BE EXTENDED OR SHORTENED TO TERMINATE AT THE NORTHERLY EASEMENT LINE OF THE ACCESS AND UTILITY EASEMENT AND THE NORTH LINE OF THAT TRACT OF LAND AS RECORDED IN DOCUMENT NO. 6236398, LINCOLN COUNTY DEED RECORDS.

ALL INFORMATION ABOVE IS ESTABLISHED IN GRID COORDINATES OF NORTH ZONE, OREGON STATE COORDINATE SYSTEM.

EXHIBIT "B"

EXHIBIT "C"

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease is entered into by and between, The Episcopal Parish of St. James Lincoln City, Oregon, with an address at 2490 NE Hwy 101, Lincoln City, OR., ("Lessor") and TRINITY WIRELESS TOWERS, INC., a Texas corporation, with an office at 2201 W. Royal Lane, Suite 210, Irving, Texas 75063 ("Lessee").

1. Lessor and Lessee entered into a Ground Lease Agreement ("Ground Lease") for the purpose of constructing, installing, operating and maintaining a wireless communications facility and related improvements. All of the foregoing are set forth in the Ground Lease.

2. The term of the Ground Lease is for one (1) year, commencing at the start of construction on January 1, 2002, whichever occurs first, with thirty-five (35) successive one (1) year options to renew.

3. The Property which is the subject of the Ground Lease is described in Exhibit "A" annexed hereto. The portion of the Property being leased to Lessee ("Premises") is described in Exhibit "B" annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Ground Lease as of the dates written below.

LESSOR:

The Episcopal Parish of St. James Lincoln City, Oregon

By: Robert P. Morrison
Name: ROBERT P. MORRISON
Title: Rector
Date: 5th March 2001

WITNESSES:

By: John L. Shipper
Name: John L. Shipper
By: Kathy L. McDonald
Name: KATHY L. McDONALD

LESSEE:

TRINITY WIRELESS TOWERS, INC.,
a Texas corporation

By: Tracy Schrader
Name: Tracy Schrader
Title: Vice President
Date: 6-11-01

WITNESSES:

By: Keith Little
Name: Keith Little
By: Tracy Schrader
Name: Tracy Schrader

**LESSOR'S NOTARY**

STATE OF Oregon )  
 )SS:  
COUNTY OF Clatsop )

On 5 March 2001 before me, Amber Ashpole a Notary Public,  
personally appeared, personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the  
instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Amber B. Ashpole  
Notary Public, Clatsop County,

My Commission expires: Jan 6 2002



**LESSEE'S NOTARY**

STATE OF TEXAS )  
 )SS:  
COUNTY OF DALLAS )

On 06/10/01 before me, Candy Powers/Darlene J. Morris/Delma B. Wolden/Leann H.  
Mease, a Notary Public, Tracy Schrader personally appeared, personally known to me (or proved to me on  
the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the  
instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Candice Powers

Notary Public in and for the State of Texas

My Commission expires: 9-23-04



**FIRST AMENDMENT  
TO THE GROUND LEASE AGREEMENT**

This First Amendment to the Ground Lease Agreement ("Amendment") is entered into by and between **THE EPISCOPAL PARISH OF ST. JAMES, LINCOLN CITY OREGON**, as Lessor ("Lessor"), and **TRINITY WIRELESS TOWERS, INC.**, a Texas corporation, as Lessee ("Lessee").

Lessor and Lessee have previously executed a Ground Lease Agreement dated June 11, 2001 ("Lease"), wherein Lessor leased a part of a parcel of real estate described in Exhibit A and Exhibit B to the Lease;

The parties desire to amend the Lease to modify the term provision of the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The first sentence of Section 5 Term is hereby deleted and replaced with the following:

The initial term of this Ground Lease shall be for a period of five (5) years ("Term") commencing on the start of construction or June 30, 2002, whichever first occurs (the "Commencement Date"), and shall terminate on the fifth (5<sup>th</sup>) anniversary of the Commencement Date, unless sooner terminated in accordance with this Ground Lease.

In the event of a conflict between the terms of the Amendment and the Lease, the terms of the Amendment shall be controlling. All other terms and conditions of the Lease are hereby ratified and shall remain unchanged and in full force and effect.

EXECUTED THIS 25<sup>th</sup> day of January, 2002.

LESSOR:

LESSEE:

**THE EPISCOPAL PARISH OF  
ST. JAMES, LINCOLN CITY  
OREGON**

**TRINITY WIRELESS TOWERS, INC.,**  
a Texas corporation

By: Robert P. Morrison  
Name: ROBERT P. MORRISON  
Title: RECTOR  
Date: 25<sup>th</sup> JANUARY, 2002

By: Tracy Schrader  
Name: Tracy Schrader  
Title: Vice President  
Date: 1-21-02

## GROUND LEASE AGREEMENT

This Ground Lease Agreement ("Ground Lease") is by and between Trinity Wireless Towers, Inc., a Texas corporation, having a principal place of business at 2201 W. Royal Lane, Suite 210, Irving, Texas 75063 ("Lessee") and The Episcopal Parish of St. James Lincoln City, Oregon, having an address of 2490 NE Hwy 101, Lincoln City, OR. ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### 1. Lease and Premises.

(a) Lessor is the owner of and holder of marketable title to a parcel of land located in the city of Lincoln City, county of Lincoln, state of Oregon known as 2490 NE Hwy 101, Lincoln City, OR, more particularly described in Exhibit A attached hereto ("Property"). Lessor hereby leases to Lessee and Lessee leases from Lessor approximately sixteen hundred (1,600) square feet of space, more fully described in Exhibit B attached hereto (the "Premises"), subject to and in accordance with the provisions of this Ground Lease. Lessor shall maintain the Property so as not to interfere with Lessee's use of the Premises and rights under this Ground Lease.

(b) Lessor hereby grants to Lessee, for use by Lessee, its employees, representatives, invitees, contractors, and Users (hereinafter defined), easement(s) appurtenant (the "Easement") to the Premises over, under, and across the portion of Property described on Exhibit B attached hereto for the non-exclusive use of Lessee, its successors and assigns and their respective employees, representatives, invitees, contractors, and Users for access to and from the Premises by cars, motorcycles, and trucks, and for the installation, use, maintenance, repair, removal, replacement, and enlargement from time to time of utility lines, phone lines, and similar features, and related equipment serving the Premises. The easements granted under this paragraph 1(b) shall expire and be of no further force or effect upon the expiration or earlier termination of this Ground Lease.

### 2. Use of Premises.

(a) Lessee shall have the right to install, construct, repair, replace, operate, and maintain a wireless communications transmission and reception facility on the Premises, including, without limitation, communications equipment poles or tower structures, shelter buildings, telephone, electric and radio cables and other transmission lines, fencing, and other related equipment and facilities (for use and occupancy by providers of wireless communications services ("Users")), collectively, referred to as the "Site Compound." Lessee has the right to remove all of the Site Compound, at its sole expense, on or before the expiration or earlier termination of the Ground Lease. Lessee agrees to repair any damage to the Premises caused by Lessee, and to restore the Premises to its condition as on the Commencement Date (as defined below), ordinary wear and tear and damage from the elements excepted. Lessee shall not be required to remove any foundation more than one (1) foot below grade level at any time.

(b) In connection with the Site Compound, Lessee and/or Users shall have the right, at their sole cost and expense, to obtain electrical and telephone service directly from the servicing utility company, including the right to install a separate transformer, meter and main breaker, where required. Lessee or Users shall be responsible for the utilities consumed at the Site Compound at the normal rate charged by the servicing utility company. Lessee and Lessor

agree that if an easement is required to obtain and maintain utility services, an easement will be granted by Lessor at an acceptable location agreed to by Lessor and the servicing utility company.

(c) Lessee shall have the right to use whatever measures it deems reasonably appropriate to install and secure the Site Compound on the Premises. Lessor agrees to cooperate with Lessee in making application for and obtaining, at Lessee's expense, any local, state, federal licenses, permits, and any other approvals (the "Approvals"), which may be required to allow Lessee use of the Premises. Lessee shall employ due diligence to obtain Approvals in a timely manner. If, however, Lessee is denied or is unable to obtain a required Approval, Lessee shall have the exclusive right to terminate this Ground Lease within its sole discretion, and no further liabilities under this Ground Lease shall remain in force or effect, including but not limited to the payment of Rent (as defined below).

(d) Lessor agrees to provide twenty-four (24) hours, seven (7) days a week access to the Premises without charge to Lessee, or Lessee's employees, Users, contractors, subcontractors or agents, which access shall remain unimpeded throughout the Term and any Renewal Term of this Ground Lease.

(e) Lessor shall maintain any existing access roadway (existing paved road and parking area ) on the Property from the nearest public roadway in a manner that is sufficient for pedestrian and vehicular access at all times. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, with the exception of any damage to roadway caused by Lessee or its agents or Users. Lessee shall maintain and repair, at its sole cost and expense, any access roadway it creates on the Property, with the exception of any damage to such roadway caused by Lessor or its agents.

3. **Site Testing.** Lessor acknowledges that Lessee, at its option, may, following full execution of this Ground Lease and prior to the Commencement Date (as defined below), enter the Property to perform engineering surveys, structural analysis reports, Phase I environmental assessments, or any other testing or reports which may be required in order for Lessee to occupy the Premises as described in this Ground Lease. Lessor agrees to provide to Lessee, upon request, such information as Lessor has in its possession or control regarding the Premises, including title materials, leases, survey plans, environmental assessments, or other reports and copies of permits and approvals. Any test results or reports that are unsatisfactory to Lessee for any reason will entitle Lessee, at its option, to terminate this Ground Lease, and no further liabilities under this Ground Lease shall remain in force or effect, including but not limited to the payment of Rent (as defined below).

4. **Interference and Competition.** After the execution of this Ground Lease, Lessor, its agents, lessees or licensees shall not install or permit the installation of (1) any structure over one hundred (100) feet tall, (2) broadcasting equipment or (3) other communications equipment, other than telephone or other non-interfering communication devices for church purposes, on the Property unless authorized in writing by Lessee.

5. **Term.** The initial term of this Ground Lease shall be for a period of one (1) year ("Term") commencing on the start of construction of the Site Compound or January 1, 2002, whichever occurs first, (the "Commencement Date"), and shall terminate on the first (1st) anniversary of the Commencement Date, unless sooner terminated in accordance with this Ground Lease. Lessee shall have the right to renew the Ground Lease for thirty-five (35) successive one (1) year periods (each a "Renewal Term"), upon the same terms and conditions in

effect during the Term. This Ground Lease shall automatically renew for each successive Renewal Term unless Lessee provides written notice to Lessor of its intention not to renew at least thirty (30) days prior to the expiration of the Term or any Renewal Term.

6. Rent. Lessee agrees to pay to Lessor as annual rent the sum of ("Rent") payable in equal monthly installments on the first day of each calendar month during the Term and any Renewal Term, except that the first payment of Rent shall be made within ten (10) business days following the Commencement Date as defined in section 5 hereto. In the event the Commencement Date does not fall on the first day of a month, the first and last monthly payment of Rent shall be prorated accordingly. On each anniversary of the Commencement Date, Rent shall increase three percent (3 %) over the Rent for the previous year. Rent payments shall be payable to Lessor at the address set forth above or at such other address as Lessor shall notify Lessee in accordance with Paragraph 15. In the event Lessee subleases or licenses the Site Compound to more than two (2) broadband wireless providers ("Additional Users"), Rent shall increase by one thousand two hundred Dollars (\$1,200) per year for each Additional User after the second broadband wireless provider. Such increase shall be effective on the first day of the month following the installation of the Additional User's antennas.

7. Taxes. If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Site Compound. Lessor shall pay all real property taxes, assessments and deferred taxes on the Property. If any increase to Lessor's real property taxes is the direct result of Lessee's improvements to the Premises, then Lessee will reimburse the Lessor its proportionate share of such tax increase provided that, as a condition of Lessee's obligation to pay such tax increases, Lessor shall provide to Lessee documentation from the taxing authority, reasonably acceptable to Lessee, indicating that the increase is due to Lessee's improvements.

8. Insurance: Waiver of Subrogation.

(a) Lessee, at its sole cost and expense shall provide and maintain, during the Term of this Ground Lease and any Renewal Terms, commercial general liability insurance with combined single limit coverage of Five Million Dollars (\$5,000,000) and an auto liability policy with combined single limit coverage of One Million Dollars (\$1,000,000). Lessee shall name Lessor and The Diocese of Oregon as additional insureds on Lessee's insurance policy and provide Lessor, at its request, with an insurance certificate.

(b) Lessor and Lessee each hereby waive any rights it may have against the other (in the event the other party is insured and including, but not limited to, a direct action for damages) on account of any loss or damage occasioned to Lessor or Lessee, as the case may be (**EVEN IF (A) SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT, NEGLIGENCE, OR OTHER TORTIOUS CONDUCT, ACTS OR OMISSIONS [EXCLUDING GROSS NEGLIGENCE AND WILLFUL MISCONDUCT] OF THE RELEASED PARTY OR THE RELEASED PARTY'S DIRECTORS, EMPLOYEES, AGENTS OR INVITEES AND/OR (B) THE RELEASED PARTY IS STRICTLY LIABLE FOR SUCH LOSS OR DAMAGE**), to their respective property, the Property or the Site Compound arising from any risk (without regard to the amount of coverage or the amount of deductible) covered by the waiving party's insurance which is in effect at the time of the loss or damage. Without in any way limiting the foregoing waivers and to the extent permitted by applicable law, the parties hereto, each on behalf of their respective insurance companies insuring the property of either Lessor or Lessee against any such loss, waive any right of subrogation that Lessor or Lessee or their respective insurers may have against the other party or their respective officers, directors, employees, agents, Users,

or invitees and all rights of their respective insurance companies based upon an assignment from its insured. Within thirty (30) days of the Commencement Date, Lessor and Lessee each agree to give their respective insurer written notification of the terms of the mutual waivers contained in this section and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of the waivers.

9. **Indemnification.**

(a) Lessor and Lessee each agree to indemnify and hold harmless the other party from and against any and all claims, damages, liabilities, obligations, costs and expenses, (including, without limitation, reasonable attorney fees), actions and causes of action (collectively "Claims") to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, Users, tenants and/or subtenants of the indemnifying party, and (b) a breach of any obligation of the indemnifying party under this Ground Lease.

(b) In addition to the indemnity and hold harmless agreements contained in the preceding paragraph:

(i) Lessor shall indemnify and hold harmless Lessee from and against any and all Claims arising out of or in any way related to environmental conditions (including, without limitation, those related to hazardous substances, hazardous wastes, toxic wastes and materials, hydrocarbons and protected wetlands) existing on the Property or the Premises, provided that as to the Premises, such environmental condition shall have arisen prior to the date hereof, or exist by reason of the actions of a party or parties other than Lessee, its agents, representatives, or contractors; and

(ii) Lessee shall indemnify and hold harmless Lessor from and against any and all Claims arising out of environmental conditions (including, without limitation, those related to hazardous substances, hazardous wastes, toxic wastes and materials, hydrocarbons and protected wetlands), existing on the Premises, provided that such conditions are caused by Lessee, its agents, representatives or contractors.

(c) Without in any way limiting the indemnity and hold harmless obligations under paragraphs (a) and (b) of this Section, to the extent any Claims are actually incurred by the indemnified party, the indemnifying party shall reimburse the indemnified party for the amount of such Claims.

(d) Notwithstanding the preceding paragraphs of this Section, the indemnification, hold harmless and reimbursement obligations shall not extend to (i) Claims arising out of the willful misconduct or gross negligence of the indemnified party or (ii) indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party.

10. **Right to Lease and Warranty of Title.** Lessor represents and warrants that: (a) Lessor has the sufficient right, title and interest in the Property to enter into this Ground Lease and to grant Lessee its rights hereunder; (b) Lessor has not entered into any agreement with any third party which would require such party's consent hereto or preclude or limit Lessor's performance of its obligations under this Ground Lease; (c) Lessor owns the Property in fee

simple and has the right to grant access to and use of the Premises; (d) so long as Lessee complies with the terms and conditions of this Ground Lease, Lessor shall provide to Lessee quiet and peaceful enjoyment and exclusive possession of the Premises; and (e) Lessor warrants that neither the Property nor the Premises are subject to a lien or financing arrangement not disclosed pursuant to Section 19 hereof. Lessor shall notify Lessee of any liens filed against the Premises subsequent to the execution of this Ground Lease. Lessor must obtain Lessee's prior written approval to entering into any mortgage/deed of trust agreement on the Property, subsequent to the execution of this Ground Lease.

11. **Assignment and Subletting.** Lessee shall have the absolute right to assign or transfer its rights under this Ground Lease to any party or to sublease any portion of the Premises to any party, including, without limitation, an affiliate of Lessee and Users, without the consent of Lessor. Furthermore, Lessee may assign, pledge, mortgage or otherwise encumber its interest in this Ground Lease to any third party (a "Financing Entity") as security for any loan or other financing relationship, without the consent of Lessor. Lessee shall give Lessor notice of any such assignments or subleases. A Financing Entity may enforce its rights under its leasehold mortgage or other financing documents ("Leasehold Mortgage") and acquire title to Lessee's interest in the Premises and Property under this Ground Lease in any lawful way, and pending foreclosure of such Leasehold Mortgage, take possession of the Premises. If a Financing Entity shall acquire title to Lessee's interest in this Ground Lease by whatever means, including without limitation by foreclosure or otherwise, then the Financing Entity may freely assign this Ground Lease without Lessor's consent.

12. **Default.**

(a) No event of default (a "Default") shall be deemed to have occurred hereunder unless either party, after notice from the other party in accordance with Paragraph 15: (i) fails to pay any monetary obligation when due and does not cure such failure within fifteen (15) days after such notice, or (ii) commits a material breach of its non-monetary obligations under this Ground Lease and fails within thirty (30) days after such notice thereof to cure or commence curing the breach and continuously and diligently pursue such cure to its completion in not more than sixty (60) days after such notice. Upon the occurrence of a Default as set forth in the preceding sentence, and subject to the provisions of Section 12(b), the non-defaulting party shall have the right to terminate this Ground Lease on ten (10) days written notice to the other party in accordance with Paragraph 15, provided the Default is not cured within the applicable cure period. Lessor shall send each Financing Entity a copy of each notice of Default hereunder in accordance with Section 15 at the same time it gives such notice to Lessee hereunder.

(b) Notwithstanding anything in this Ground Lease to the contrary, if, pursuant to the provisions of this Ground Lease or as a matter of law, Lessor shall have the right to terminate this Ground Lease, then Lessor shall take no action to terminate the Ground Lease without first giving to the Financing Entity written notice of such right, a description of the Default in reasonable detail, and a reasonable time thereafter (i) to obtain possession of the Premises (including possession by a receiver) and, in the case of a Default susceptible of being cured by the Financing Entity, to cure such Default after obtaining possession, or (ii) in the case of a Default not so susceptible of being cured, to institute, prosecute and complete foreclosure proceedings to otherwise acquire Lessee's interest under this Ground Lease; provided however, that the Financing Entity shall not be obligated to continue such possession or continue such foreclosure proceedings after such Default shall have been cured.

13. **Collateral Assignment.** Lessor hereby (a) consents to the collateral assignment and granting, if any, of a security interest from time to time in favor of a Financing Entity (i) in and to the Site Compound, (ii) in the personal property owned by Lessee and located at the Premises and Property, and (iii) all subleases by Lessee of all or any portion of the Premises and Property and the rents, issues and profits therefrom, if any; (b) agrees that any interest that Lessor may have in such personal property or subleases, as the case may be, whether granted pursuant to this Ground Lease or by statute, shall be subordinate to the interest of any such Financing Entity, and (c) agrees to recognize the Financing Entity as Lessee under this Ground Lease (or to enter into a New Lease with such Financing Entity as set forth in Section 21) upon the written election of Financing Entity so long as any existing default has been cured as provided hereunder. Lessor hereby further agrees to permit the Financing Entity to remove from the Property or inspect any of the collateral in which the Financing Entity has been granted a security interest by Lessee in accordance with any security documents granted in favor of the Financing Entity, provided, however, such removal is in accordance with subparagraph 2(a) of this Lease.

14. **Estoppel Certificates.** Lessor shall from time to time, within ten (10) days after receipt of request by Lessee, deliver a written statement addressed to Lessee or any Financing Entity certifying:

(a) that this Ground Lease is unmodified and in full force and effect (or if modified that this Ground Lease as so modified is in full force and effect);

(b) that the lease attached to the certificate is a true and correct copy of this Ground Lease, and all amendments hereto;

(c) that to the knowledge of Lessor, Lessee has not previously assigned or hypothecated its rights or interests under this Ground Lease, except as described in such statement with as much specificity as Lessor is able to provide;

(d) the term of this Ground Lease and the Rent then in effect and any additional charges;

(e) the date through which Lessee has paid Rent;

(f) that Lessee is not in default under any provision of this Ground Lease (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Lessee and Lessor; and

(g) such other matters as are reasonably requested by Lessee.

Without in any way limiting Lessee's remedies which may arise out of Lessor's failure to timely provide an estoppel certificate as required herein, Lessor's failure to deliver such certificate within such time shall be conclusive (i) that this Ground Lease is in full force and effect, without modification except as may be represented by Lessee; (ii) that there are no uncured defaults in Lessee's or Lessor's performance hereunder; and (iii) that no Rent for the then current month, has been paid in advance by Lessee.

15. **Notices.** Unless otherwise provided herein, any notice or demand required to be given herein shall be given in writing by certified or registered mail, return receipt requested or reliable overnight courier to the address of Lessor as set forth above with a copy to The Diocese of Oregon, P.O. Box 467, Lake Oswego, Oregon 97034, and if to Lessee, to 2201

W. Royal Lane, Suite 210, Irving, Texas 75063; Attn: Property Manager, with a copy to 2201 W. Royal Lane, Suite 210, Irving, Texas 75063; Attn: General Counsel. Lessee and Lessor may designate a change of notice address by giving written notice to the other party. Copies of all notices sent hereunder shall also be given to any Financing Entities at the address set forth on Schedule 15 hereto, as such schedule is amended from time to time by Lessee as it enters into a Leasehold Mortgage.

16. **Destruction or Condemnation.**

(a) If the Premises are damaged or destroyed by casualty or condemned such that Lessee is unable to operate the Site Compound as contemplated in this Ground Lease, then within thirty (30) days after such occurrence, Lessee may elect to terminate this Ground Lease as of the date of the damage, destruction or condemnation. If Lessee chooses not to terminate this Ground Lease, the Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises so long as such reduced or abated use exists.

(b) Notwithstanding anything in this Ground Lease to the contrary, in the event of any casualty to or condemnation of the Premises or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Financing Entity shall be entitled to receive all insurance proceeds and/or condemnation awards from the Premises (up to the amount of the indebtedness secured by the Leasehold Mortgage) otherwise payable to Lessee or Lessor or both and apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the Premises. Financing Entity shall only be entitled to such insurance proceeds and/or condemnation award due Lessor in an amount that is equal to or less than the remaining Rent payable under the terms of this Ground Lease. In the event that the Rent remaining payable under the terms of this Ground Lease is less than insurance proceeds and/or condemnation award, Lessor shall retain the surplus proceeds/awards.

17. **Amendment.** No amendment or modification to any provision of this Ground Lease shall be valid unless made in writing and agreed to and signed by the party to be bound and each Financing Entity.

18. **Memorandum of Ground Lease.** Lessor acknowledges, will execute, and gives Lessee the right to file a Memorandum of Ground Lease in the form attached hereto as Exhibit "C" in the county office where the Property is located.

19. **Non-Disturbance Agreements.** Lessor has disclosed to Lessee the identity of all persons or entities, if any, in whose favor Lessor has granted a mortgage or deed of trust on the Property as of the Effective Date of this Ground Lease. Should the Property be so encumbered by any mortgage or deed of trust, Lessor shall obtain from mortgagees or trustees existing on the Effective Date, and shall obtain from any permitted subsequent mortgagees or trustees as set forth in Section 10, a non-disturbance and attornment of Ground Lease in favor of Lessee, satisfactory to Lessee and any Financing Entity of Lessee.

20. **Liens and Security Interests.**

(a) Lessor agrees and acknowledges that for so long as this Ground Lease and any New Lease (defined below) shall be in effect, Lessee (or the holder of Lessee's interest in the Ground Lease or any New Lease) shall own any and all improvements, buildings, structures and equipment on or about the Premises, and Lessor waives any lien rights it may have concerning



the Site Compound which are deemed personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee may enter into a financing arrangement including promissory notes, financial and security agreements, operating or financial lease agreements, for the financing of the Site Compound ("Collateral") with a third party (and it may enter into other such arrangements with other entities). Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse or legal proceedings.

21. **Termination.** This Ground Lease may be terminated without further liability upon thirty (30) days prior written notice by Lessee if Lessee determines that the Premises are not appropriate for its operations for legal, economic or technological reasons, including, without limitation, signal interference. In the event this Ground Lease is terminated by Lessee prior to the end of the Term, Lessor shall be entitled to the equivalent of six (6) months of rent. Lessee has the absolute right to terminate this Ground Lease at any time, prior to the Commencement Date for any or no reason.

22. **New Lease.** In the event of a termination of this Ground Lease for any reason other than by expiration of the term, the Financing Entity shall have the right, in addition to any other rights set forth herein, to elect to demand a new lease of the Property and Premises (a "New Lease"), exercisable by notice in writing to the Lessor within sixty (60) days after the giving of notice by Lessor to such Financing Entity of such termination, for the balance of the term hereof effective as of the date of such termination, at the rent and upon all of the other terms, provisions, covenants and agreements set forth in this Ground Lease; provided that, concurrently with the delivery of such notice, the Financing Entity shall have performed and thereafter shall continue to perform all obligations of Lessee hereunder capable of being performed by such Financing Entity which would have accrued hereunder had this Ground Lease remained in force until the time of such delivery. The parties shall act promptly after such notice and performance to execute such New Lease. Any such New Lease shall be superior and not subordinate to any mortgage upon Lessor's fee interest in the Premises hereafter given; and any such New Lease may, at the option of Financing Entity, name as lessee a nominee of the Financing Entity. If as a result of any such termination the Lessor shall succeed to the interests of Lessee under any sublease of the Property, Premises or any portion thereof, Lessor shall execute and deliver an assignment of all such interests to the Lessee under the New Lease, simultaneously with the delivery of such New Lease.

23. **Miscellaneous.**

(a) This Ground Lease shall be governed by the laws of the state in which the Property is located.

(b) This Ground Lease constitutes the entire agreement and understanding between the parties, and shall be binding on and inure to the benefit of the successors, transferees in title, and permitted assignees of the respective parties.

(c) Consent or approval of Lessor, where required, shall not be unreasonably withheld, delayed or denied.

(d) If any provision of this Ground Lease is deemed invalid or nonenforceable, the remainder of this Ground Lease shall remain in force and to the fullest extent as permitted by law.

(e) The "Effective Date" of this Ground Lease shall be the date on which this Ground Lease has been fully executed by all of the parties hereto.

(f) Lessor shall not, without the written consent of Lessee, disclose to any third party any of the terms or conditions of this Ground Lease, or any information provided during negotiation of this Ground Lease, other than as disclosed by recording of the Memorandum of Ground Lease, as required by final order of a court of competent jurisdiction, or to Lessor's financial or legal representatives.

(g) Lessor's recourse against any Financing Entity shall be expressly limited to such Financing Entity's interest in this Ground Lease.

(h) Any broker fees either have been paid or will be paid by Lessor.

(i) Exhibits "A", "B" and "C" attached hereto, as well as addenda and riders identified below are made a material part of this Ground Lease.

Addenda: \_\_\_\_\_

Riders: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Ground Lease as of the Effective Date.

LESSOR:

LESSEE:

The Episcopal Parish of St. James,  
Lincoln City Oregon.

TRINITY WIRELESS TOWERS, INC.,  
a Texas corporation

By: Robert P. Merrisen  
Name: ROBERT P. MERRISEN  
Title: Rector  
Date: 5<sup>th</sup> March 2001

By: Tracy Schratler  
Name: Tracy Schratler  
Title: Vice President  
Date: 6-11-01

Tax ID No.:

**SCHEDULE 15**

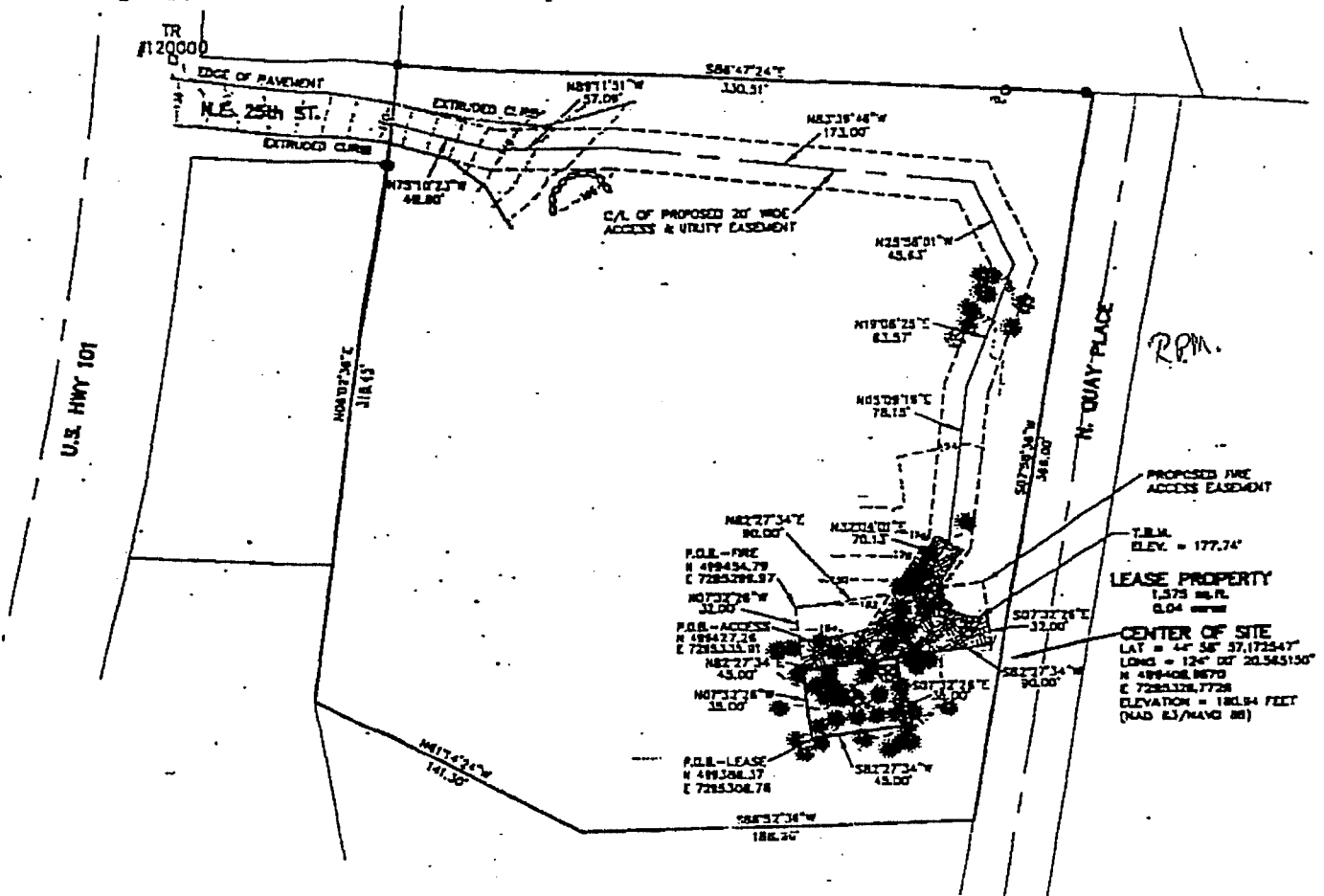
Addresses for notice to Financing Entities:

# EXHIBIT "B"

## DESCRIPTION OF PREMISES

Forming a part of the Ground Lease by and between, The Episcopal Parish of St. James Lincoln City, Oregon, as Lessor, and TRINITY WIRELESS TOWERS, INC., a Texas corporation, as Lessee.

The Premises is described and/or depicted as follows:



**Notes:**

1. This Exhibit may be replaced by a land survey of the Premises once Lessee receives it.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

EXHIBIT "C"

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease is entered into by and between, The Episcopal Parish of St. James Lincoln City, Oregon, with an address at 2490 NE Hwy 101, Lincoln City, OR, ("Lessor") and TRINITY WIRELESS TOWERS, INC., a Texas corporation, with an office at 2201 W. Royal Lane, Suite 210, Irving, Texas 75063 ("Lessee").

1 Lessor and Lessee entered into a Ground Lease Agreement ("Ground Lease") for the purpose of constructing, installing, operating and maintaining a wireless communications facility and related improvements. All of the foregoing are set forth in the Ground Lease.

2. The term of the Ground Lease is for one (1) year, commencing at the start of construction or January 1, 2002, whichever occurs first, with thirty-five (35) successive one (1) year options to renew.

3. The Property which is the subject of the Ground Lease is described in Exhibit "A" annexed hereto. The portion of the Property being leased to Lessee ("Premises") is described in Exhibit "B" annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Ground Lease as of the dates written below.

LESSOR:

The Episcopal Parish of St. James Lincoln City, Oregon

By: Robert P. Morrison  
Name: ROBERT P. MORRISON  
Title: Rector  
Date: 5<sup>th</sup> March 2001

WITNESSES:

By: John L Skipper  
Name: John L. Skipper  
By: Kathy L McDonald  
Name: KATHY L. McDONALD

LESSEE:

TRINITY WIRELESS TOWERS, INC.,  
a Texas corporation

By: Tracy Schrader  
Name: Tracy Schrader  
Title: Vice President  
Date: 02-11-01

WITNESSES:

By: Keith Little  
Name: Keith Little  
By: Andrea L. Bernick  
Name: ANDREA L. BERNICK

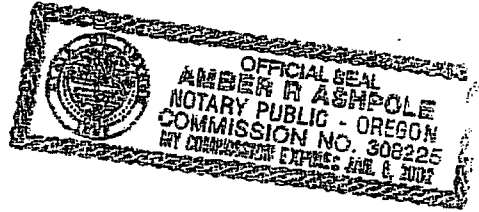
LESSOR'S NOTARY

STATE OF Oregon )  
COUNTY OF Lincoln )SS:

On 5-March-2001 before me, Amber R. Ashpole a Notary Public,  
personally appeared, personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the  
instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Amber R. Ashpole  
Notary Public, Lincoln County,

My Commission expires: Jan 6 2002



LESSEE'S NOTARY

STATE OF TEXAS )  
 )SS:  
COUNTY OF DALLAS )

On 06/10/01 before me, Candy Powers/Darlene J. Morris/Debra D. Weldon/Irene H. Nease, a Notary Public, Tracy Schrader personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Candice Powers

Notary Public in and for the State of Texas

My Commission expires: 9-23-04