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SEP 69.50 B-A 059-141
Shelby

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed this 1 day of July 1996, by and between **William B. Kitchens** ("Lessor") and **InterCel Birmingham MTA, Inc.** ("Lessee") and evidences that on the 1 day of July, 1996 a Tower Site Lease Agreement ("Lease") was entered into by and between Lessor and Lessee.

1. **Lease Term.** The terms of the Lease shall be five (5) years commencing on the earlier of the date that Lessee has completed construction of the Tower Facilities, as that term is defined in the Lease, or the 1 day of July, 1996 ("Commencement Date") and terminating at midnight on the fifth anniversary of the Commencement Date ("Initial Term"). Lessee has the right under the terms of the Lease to extend the Lease for three (3) additional five (5) year terms ("Renewal Terms").

2. **Property.** Subject to the terms of the Lease Lessor has leased to Lessee the real property described in Exhibit "A" attached hereto ("Property") and Lessor has granted unto Lessee for the Initial Term and any Renewal Term an easement for ingress, egress and utilities over that property described in Exhibit "B" attached hereto ("Easement").

3. **Notices.** All notices, requests, demands, and other communications to the Lessor or Lessee shall be made at the following addresses:

Lessor:
William B. Kitchens
P.O. Box 380054
Birmingham, AL 35238-0054
(205) 995-1472

Lessee:
InterCel Birmingham MTA, Inc.
1239 O. G. Skinner Drive
West Point, GA 31833
Attn.: Real Estate Department

4. **Right of First Refusal.** Lessor has granted Lessee a right of first refusal to purchase the Property upon the same terms and conditions as contained in a bona fide offer from a third party to

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purchase the Property. The Lease shall continue according to the terms expressed herein and in this Lease if Lessee fails or refuses to exercise this right of first refusal to purchase the Property.

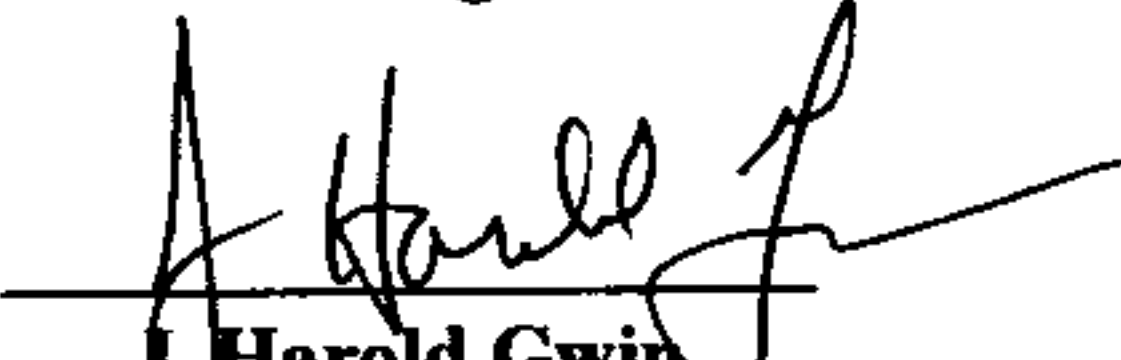
IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

LESSOR:


William B. Kitchens

LESSEE:

InterCel Birmingham MTA, Inc.

By: 
J. Harold Gwin
Title: **Vice President Operations**

[ACKNOWLEDGMENTS]

State of Alabama

County of Shelby

I, Suzanne Edwards, Notary Public, hereby certify that William B. Kitchens, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 30 day of April, 1996.

Suzanne Edwards
Notary Public

My Commission Expires:
My Commission Expires March 9, 1997

State of Alabama

County of Shelby

I, Ray A. Franklin, Notary Public, in and for said county in said state, hereby certify that Harold Gwin, whose name as Vice President of InterCel Birmingham MTA, Inc., is signed to the foregoing Memorandum of Lease and who acknowledged before me on this day that being informed of the contents of said Memorandum of Lease, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in his capacity as such officer as aforesaid.

Given under my hand this 6 day of May, 1996.

Ray A. Franklin
Notary Public

My Commission expires:
MY COMMISSION EXPIRES OCTOBER 12, 1998

EXHIBIT "A"

**LEGAL DESCRIPTION OF
PROPERTY**

TOWER SITE:

A parcel of land situated in the Southwest Quarter of the Northeast Quarter of Section 8, Township 19 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama being more particularly described as follows:

Commence at the most NE'erly corner of Lot 15, Skyland Subdivision, as recorded in Map Book 3, Page 66 in the Office of the Judge of Probate, Shelby County, Alabama and run North $64^{\circ}30'13''$ West along the northerly line of said Lot 15 for a distance of 90.91 feet to the **POINT OF BEGINNING**; thence angle left and run South $25^{\circ}23'27''$ West for a distance of 49.66 feet; thence angle right and run North $64^{\circ}36'33''$ West for a distance of 50.00 feet; thence angle right and run North $25^{\circ}23'27''$ East for a distance of 49.75 feet to said northerly line of Lot 15; thence angle right and run South $64^{\circ}30'13''$ East along said northerly line of Lot 15 for a distance of 50.00 feet to the **POINT OF BEGINNING**.

Containing 2485 Square Feet (0.06 Acres).

EXHIBIT "B"

**LEGAL DESCRIPTION OF
EASEMENT**

ACCESS AND UTILITY EASEMENT:

A strip of land 40 feet in width for access and utilities situated in the Southwest Quarter of the Northeast Quarter of Section 8, Township 19 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama lying 20 feet to either side of the following described centerline:

Commence at the most NE'erly corner of Lot 15, Skyland Subdivision, as recorded in Map Book 3, Page 66 in the Office of the Judge of Probate, Shelby County, Alabama and run South $19^{\circ}47'38''$ West along the northwesterly right-of-way line of Crest Road (30 foot right-of-way) for a distance of 5.37 feet to the **POINT OF BEGINNING**; thence angle right and run South $52^{\circ}34'32''$ West for a distance of 95.77 feet to the Point of Curvature of a curve to the right having a radius of 30.00 feet and a central angle of $62^{\circ}50'42''$; thence continue along said curve for a distance of 32.91 feet to the Point of Tangency thereof; thence continue North $64^{\circ}34'41''$ West along a line tangent to said curve for a distance of 15.99 feet to a the Point of Curvature of a curve to the right having a radius of 30.00 feet and a central angle of $89^{\circ}58'08''$; thence continue along said curve for a distance of 47.11 feet to the Point of Tangency thereof; thence continue North $25^{\circ}23'27''$ East along a line tangent to said curve for a distance of 27.33 feet to the **ENDING POINT** of this centerline.

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