

AREA: S.E.
SITE #:AL 1065
SITE NAME: UNDERWOOD

COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This Communications Site Lease Agreement (Ground) ("Agreement") is entered into this 3rd day of August, 1998, between Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, ("Lessee"), and West Shelby Fire & Rescue District ("Lessor").

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

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") located in the City of _____, County of Shelby, State of Alabama, commonly known as West Shelby Fire Department. The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately ten thousand (10,000) square feet of the Land and all access and utility easements, if any, he "Premises") as described in Exhibit B annexed hereto
2. **Use.** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.
3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of: making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below).
4. **Term.** The term of this Agreement shall be five (5) years commencing on August 3, 1999, or on the commencement of construction, whichever first occurs ("Commencement Date") and terminating on the 5th anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for four (4) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.
5. **Rent.**
 - (a) Within 15 days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent Five Hundred DOLLARS (\$500.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at P. O. Box 352, Montevallo, AL 35115; Attention: Robert M. Byrd Jr.
 - (b) Rent shall be increased at the beginning of each five (5) year Renewal Term by an amount equal to fifteen percent (15%) of the Rent for the previous Term or Renewal Term.
6. **Facilities; Utilities; Access.**
 - (a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.
 - (b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company.
 - (c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.
 - (d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways.

Inst # 2001-46688
10/30/2001-46688
12:46 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 CH .00

AREA: S.E.
SITE #:AL 1065
SITE NAME:UNDERWOOD

7. **Interference.**

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Land, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Land or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period.

8. **Taxes.** If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Land. 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 that 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 the documentation from the taxing authority, reasonably acceptable to Lessee, indicating that the increase is due to Lessee's improvements.

9. **Waiver of Lessor's Lien.**

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's 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 has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; 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 to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

11. **Destruction or Condemnation.** If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.** Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor shall be named as an additional insured on Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

13. **Waiver of Subrogation.** Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. **Assignment and Subletting.** Lessee may assign this Agreement or sublet or license the Premises or any portion thereof to an entity upon written notification to Lessor by Lessee, subject to the assignee assuming all of Lessee's obligations herein. Upon assignment or subletting, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement. Lessee shall have the right to sublet this Agreement without Lessor's consent. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of the Lessor's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Lessor's Lien") above. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

AREA: S.E.
SITE #:AL 1065
SITE NAME:UNDERWOOD

15. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee's leasehold interest.

16. **Repairs.** Lessee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

17. **Hazardous Substances.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: West Shelby Fire & Rescue District
P.O. Box 352
Montevallo, AL 35115

Lessee: Nextel South Corp.
6575 The Corners Parkway
Norcross, GA 30092
Attn: Property Manager

With a copy to: Nextel Communications, Inc.
1505 Farm Credit Drive
McLean, Virginia 22102
Attn: Legal Dept., Contracts Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of Alabama.

(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the official records of the County where the Land is located. In the event the Land is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Land. Lessor shall cooperate by executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

AREA: S.E.
SITE #:AL 1065
SITE NAME:UNDERWOOD

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

LESSOR:

West Shelby Fire & Rescue District

BY: Robert M. Byrd, Jr.

Name: Robert M. Byrd, Jr.

Title: President

Date: 8-10-98

Tax I.D. # 63-1006740

ATTEST: Keith Mowery

Name: Keith Mowery

Title: Treasure

Date: 8-10-98

(CORPORATE SEAL)

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a notary public in and for said county in said state, hereby certify that Robert M. Byrd, Jr. whose name as President of West Shelby Fire & Rescue District, a Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 10th day of August, 1998.

Ann P. Snow

Notary Public


My commission expires:

(NOTARIAL SEAL)

AREA: S.E.
SITE #:AL 1065
SITE NAME: UNDERWOOD

LESSEE:

Nextel South Corp., a Georgia corporation,
d/b/a Nextel Communications

By: 
Name: John C. Cafaro

Title: Vice President Nextel South Corp.


Date: 9/14/98

(CORPORATE SEAL)

STATE OF Georgia
COUNTY OF Gwinnett

I, the undersigned, a notary public in and for said county in said state, hereby certify that John C. Cafaro whose name as Vice President of Nextel South Corp., a Georgia corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 14th day of September, 1998.


Notary Public
My commission expires: July 9, 2002

(NOTARIAL SEAL)

AREA: S.E.
SITE #:AL 1065
SITE NAME:UNDERWOOD

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated August 3, 1998, by and between West Shelby Fire & Rescue District, as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

situated in Shelby County, Alabama, to-wit:

Lot 1, according to a Resurvey of a Resurvey of Lots 1A through 2A and a Resurvey of Lot 3 of the
Taylor Hill Subdivision as recorded in Map Book 16 page 16 in the Probate Office, Shelby County,
Alabama.

D'ALAGRAND DOC

AREA: S.E.
SITE #:AL 1065
SITE NAME: UNDERWOOD

MEMORANDUM OF AGREEMENT

This document prepared by: C.S. Brackett
Nextel Communications
6575 The Corners Parkway
Norcross, GA 30092

This Memorandum of Agreement is entered into on this 3rd day of August, 1998, by and between West Shelby Fire & Rescue District, with an office at P.O. Box 352, Montevallo, AL 35115, (hereinafter referred to as "Lessor") and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications with an office at 6575 The Corners Parkway, Norcross, GA 30092, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the 3 day of August, 1998, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on August 3, 1999, or on commencement of construction, whichever first occurs ("Commencement Date"), and terminating on the fifth (5th) anniversary of the Commencement Date with four (4) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

AREA: S.E.
SITE #:AL 1065
SITE NAME:UNDERWOOD

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

LESSOR:

West Shelby Fire & Rescue District

BY: Robert M. Byrd, Jr.

Name: Robert M. Byrd, Jr.
Title: President

Date: 8-10-98

Tax I.D. # 63-1006740

ATTEST: Keith Mowery

Name: Keith Mowery

Title: Treasure

Date: 8-10-98

(CORPORATE SEAL)

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a notary public in and for said county in said state, hereby certify that Robert M. Byrd, Jr. whose name as President of West Shelby Fire & Rescue District, a Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 10th day of August, 1998.

Ann P. Snow

Notary Public

My commission expires:

(NOTARIAL SEAL)

AREA: S.E.
SITE #:AL 1065
SITE NAME:UNDERWOOD

LESSEE:

Nextel South Corp., a Georgia corporation,
d/b/a Nextel Communications

By: John C. Cafaro

Name: John C. Cafaro

Title: Vice President

Date: 9/14/98

(CORPORATE SEAL)

STATE OF Georgia
COUNTY OF Gwinnett

I, the undersigned, a notary public in and for said county in said state, hereby certify that John C. Cafaro whose name as Vice President of Nextel South Corporation, a Georgia corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 14th day of September, 1998.

Catherine S. Brachett

Notary Public

My commission expires:

(NOTARIAL SEAL)

Inst # 2001-46688

10/30/2001-46688
12:46 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
D10 CH .00