

**MEMORANDUM OF AGREEMENT**

CLERK: Please return this document to: Nextel South Corp., a Georgia corporation  
d/b/a Nextel Communications  
6575 The Corners Parkway  
Norcross, Georgia  
Attn: Property Manager

This Memorandum of Agreement is entered into on this 30<sup>th</sup> day of May, 2000, by and between Harvey J. Cochran and Sharon O. Cochran, as joint tenants with right of survivorship, a \_\_\_\_\_, with an office at 378 Shelby County Road 315, Columbiana, Alabama, 35051, (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, Georgia, 30092, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement (Ground) ("Agreement") on the 30<sup>th</sup> day of MAY 2000, 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 the start of construction of Lessee Facilities or September 1, 2000, whichever first occurs ("Commencement Date"), and terminating on the fifth (5<sup>th</sup>) anniversary of the Commencement Date with five (5) 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.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:

Harvey J. Cochran and Sharon O. Cochran,

By: [Signature]

Name: Harvey J. Cochran

Title: \_\_\_\_\_

Date: 5-22-00

By: [Signature]

Name: Sharon O. Cochran

Title: \_\_\_\_\_

Date: 5-22-00

LESSEE:

Nextel South Corp., a Georgia corporation

d/b/a Nextel Communications

By: [Signature]

John Cafaro

Title: Vice President

Date: 5/30/00

STATE OF ALABAMA

Shelby Springs, Rev. 1, 04/19/ 2000

12/12/2001-54452  
11:06 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CH 45.50

COUNTY OF Shelby

On MAY 22, 2000 before me, Harvey J. Cochran, Notary Public, personally appeared Harvey J. Cochran, 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.

WITNESS my hand and official seal.

William W. White (SEAL)  
Notary Public

My commission expires: 12-30-02

STATE OF ALABAMA

COUNTY OF Shelby

On MAY 22, 2000 before me, Sharon O. Cochran, Notary Public, personally appeared Sharon O. Cochran, 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.

WITNESS my hand and official seal.

William W. White (SEAL)  
Notary Public

My commission expires: 12-30-02

STATE OF GEORGIA

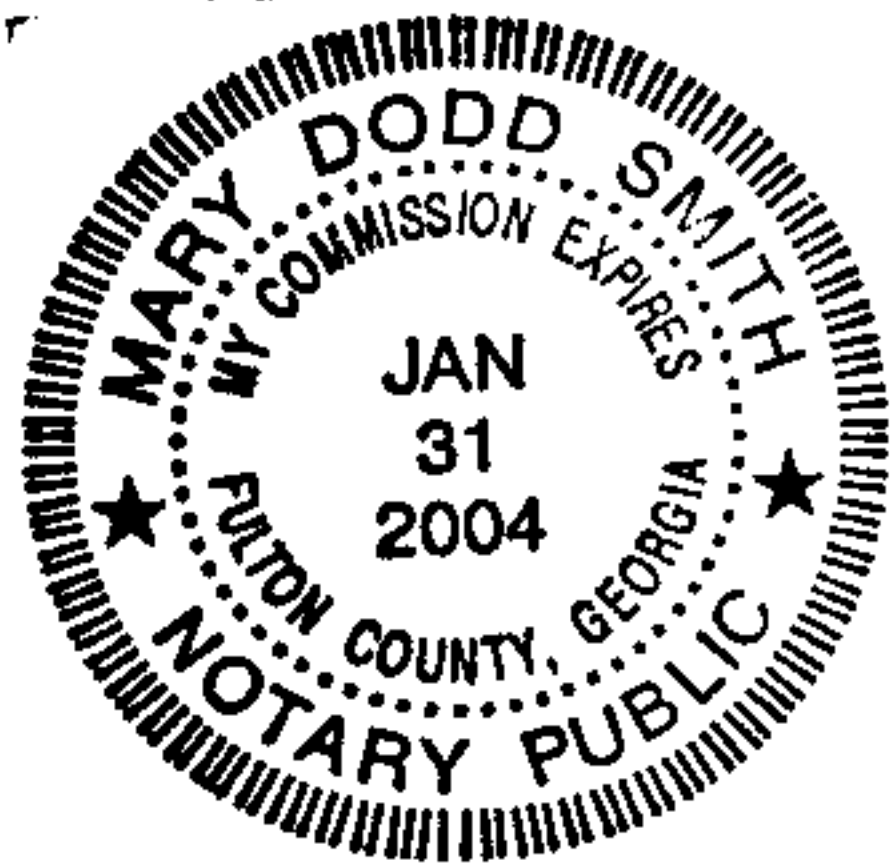
COUNTY OF Gwinnett

On May 30, 2000 before me, Mary Dodd Smith, Notary Public, personally appeared John Cafaro 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.

WITNESS my hand and official seal.

Mary Dodd Smith (SEAL)  
Notary Public

My commission expires



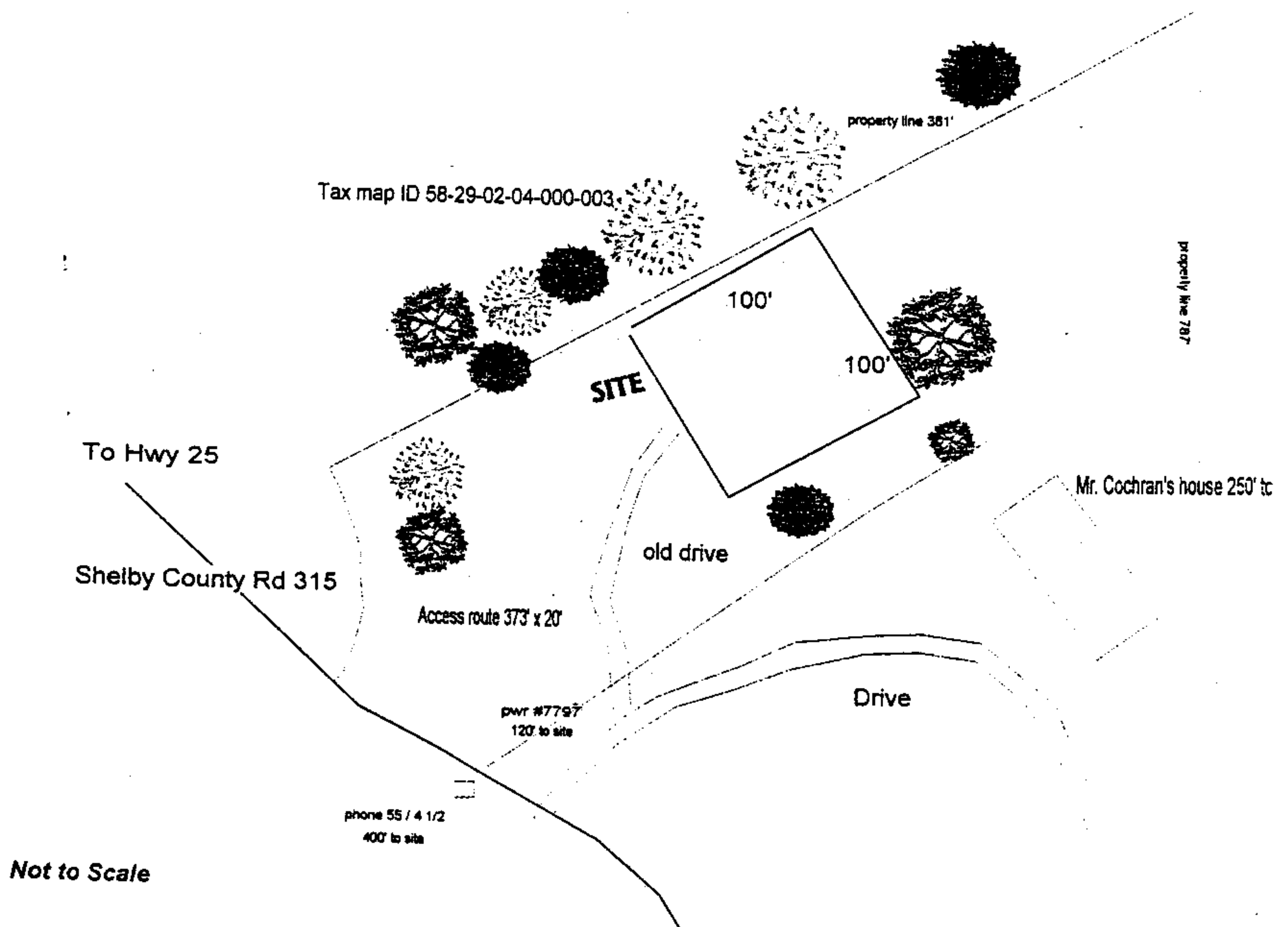
**EXHIBIT B**

**DESCRIPTION OF PREMISES**

to the Communications Site Lease Agreement (Ground) dated \_\_\_\_\_, 2000, by and between Harvey J. Cochran and Sharon O. Cochran, as joint tenants with right of survivorship, as Lessor, and Nextel South Corp, a Georgia corporation, d/b/a Nextel Communications, as Lessee.

↑ NORTH

The Premises are described and/or depicted as follows:



**Notes:**

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
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, but in no event shall such Access Road be less than 12 feet wide.
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.
5. The location of the Premises, Access Road and utility easement are approximations, and are therefore subject to adjustment by Lessee.

EXHIBIT A  
DESCRIPTION OF LAND

to the Communications Site Lease Agreement (Ground) dated \_\_\_\_\_, 2000, by and between Harvey J. Cochran and Sharon O. Cochran, as joint tenants with right of survivorship, 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):

**PARCEL 1:**

Beginning at the southeast corner of the Northwest quarter of the Northwest quarter of Section 4, Township 22 South, Range 1 West, Shelby County, Alabama and run thence North 00 degrees 00 minutes 07 seconds West along the east line of said quarter-quarter 788.94 feet to a steel pin; thence run South 52 degrees 13 minutes 00 seconds West 381.23 feet to a steel pin; thence run South 16 degrees 03 minutes 20 seconds East 125.02 feet to a steel pin; thence run South 06 degrees 39 minutes 28 seconds West 124.58 feet to a steel pin; thence run South 18 degrees 02 minutes 29 seconds West 112.41 feet to a steel pin on the northerly margin of Shelby County Highway No. 315; thence run South 51 degrees 09 minutes 22 seconds East along said highway margin 208.52 feet to a point; thence run South 59 degrees 24 minutes 04 seconds East along said margin of said highway 115.15 feet to a point; thence run South 73 degrees 23 minutes 08 seconds East 43.27 feet to the point of beginning.  
According to the survey of Joseph E. Conn, Jr., dated January 30, 1998.

Subject to taxes for 1999 and subsequent years, easements, restrictions, rights of way and permits of record.

Inst # 2001-54452

12/12/2001-54452  
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