Prepared by and Return to:

TITLE & RECORDATION DEPARTMENT

Site No.: AL-0007

SpectraSite Communications, Inc. 100 Regency Forest Drive, Suite 400

Cary, North Carolina 27511

Send tax bills to:

PROPERTY MANAGEMENT DEPARTMENT

Site No.: AL-0007

SpectraSite Communications, Inc. 100 Regency Forest Drive, Suite 400

Cary, North Carolina 27511

DE/11/EUUE-07059
11:13 FM CERTIFIED
SHELBY CHINY JUNGE OF PROBATE
192.50

(Recorder's Use Above this Line)

#### STATE OF ALABAMA

#### COUNTY OF SHELBY

#### MEMORANDUM AND RATIFICATION OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is made and entered into this day of \_\_\_\_\_\_, 200\_\_\_, by and between West Shelby Fire & Rescue District, with an address of P.O. Box 352, Montevallo, Alabama 35115 ("Lessor"), and Tower Asset Sub, Inc., a Delaware corporation, successor-in-interest to Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, with an office at 100 Regency Forest Drive, Suite 400, Cary, North Carolina 27511 ("Lessee").

- 1. Lessor and Nextel South Corp. ("Nextel") entered into that certain Communications Site Lease Agreement (Ground) dated August 3, 1998 (the "Lease"), for certain real property and easements as described in <u>Attachment B</u> attached hereto (collectively, the "Premises"), which are a portion of that certain parcel of real property owned by Lessor located in the County of Shelby, State of Alabama, described in <u>Attachment A</u> attached hereto (the "Land").
- 2. The Lease was assigned by Nextel to Tower Parent Corp., then subsequently assigned by Tower Parent Corp.to Lessee by Assignment of Leases dated July 30, 1999 ("Assignment"), a copies of which are attached as <u>Attachments C-1 and C-2</u>, whereupon Lessee succeeded to the original rights and obligations of Nextel under the Lease.
- 3. The Lease commenced on August 3, 1999, for an initial term of five (5) years, with options to renew for four (4) additional five (5) year terms.
- 4. Notwithstanding anything to the contrary in the Lease, the description of the Premises shall be as shown on **Attachment B** attached hereto and incorporated herein by reference.

Site Name: Underwood Site No.: AL-0007 The purpose of this Memorandum is to give record notice of the Lease and the Assignment and of the rights created thereby. For and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lease is hereby confirmed, ratified and restated in its entirety, and Lessor hereby leases to Lessee the Premises and grants to Lessee the other rights of the lessee under the Lease and Lessee hereby agrees with Lessor to pay and perform the obligations of the lessee under the Lease, all so as to extinguish any doubts as to their existence and enforceability under Section 35-4-6 Alabama Code 1975 or any other law. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Lease, such conflicting or additional terms shall be deemed to be a part of the Lease as restated hereby and shall otherwise amend the Lease and be controlling. The terms of the Lease are incorporated herein by reference. Lessor and Lessee hereby formally approved all actions previously taken pertaining to the Lease and affirm the Lease and Memorandum as binding on all parties hereto.

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

**LESSOR:** 

WEST SHELBY FIRE & RESCUE DISTRICT

(Seal

Title: Thusteen / Thearner

Date: 1/24/02

ATTEST:

Jat Dmith (Seal)

Print Name:

Title: Justice Date: 1/24/02

[AFFIX CORPORATE SEAL]

# NOTARY ACKNOWLEDGEMENT FOR LESSOR:

State of
County of Shelby
This instrument was acknowledged before me by Reha J. Had Pat Smith, who is the line on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal, this 24 day of andra C. Vara.  Signature Landra C. Vara.
My commission expires:
NIOTE ATINZ CITE AT

NOTARY SEAL

LESSEE:

Tower Asset Sub, Inc., a Delaware corporation

(Seal)

Daniel E. Rebeor

Director, Title & Recordation, a Duly Authorized Individual Date: 1/29/02

Elizabeth C. Rives, Assistant Secretary
[AFFIX CORPORATE SEAL]

# NOTARY ACKNOWLEDGEMENT FOR LESSEE:

State of North Carolina County of Wake

This instrument was acknowledged before me by Daniel E. Rebeor, who is the Director, Title & Recordation, a Duly Authorized Individual, of Tower Asset Sub, Inc., a Delaware corporation, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 27" day of January, 200\_.

My Commission Expires 12-29-04

My commission expires:

-REMAINDER OF PAGE LEFT INTENTIONAL BLANK-

# ATTACHMENT "A" Land

Site No.: AL-0007

•

Site Name: Underwood

Address: West Shelby Fire Department

The Land is described and/or depicted as follows:

Situated in Shelby County, Alabama, to-wit:

Lot 1, according to 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.

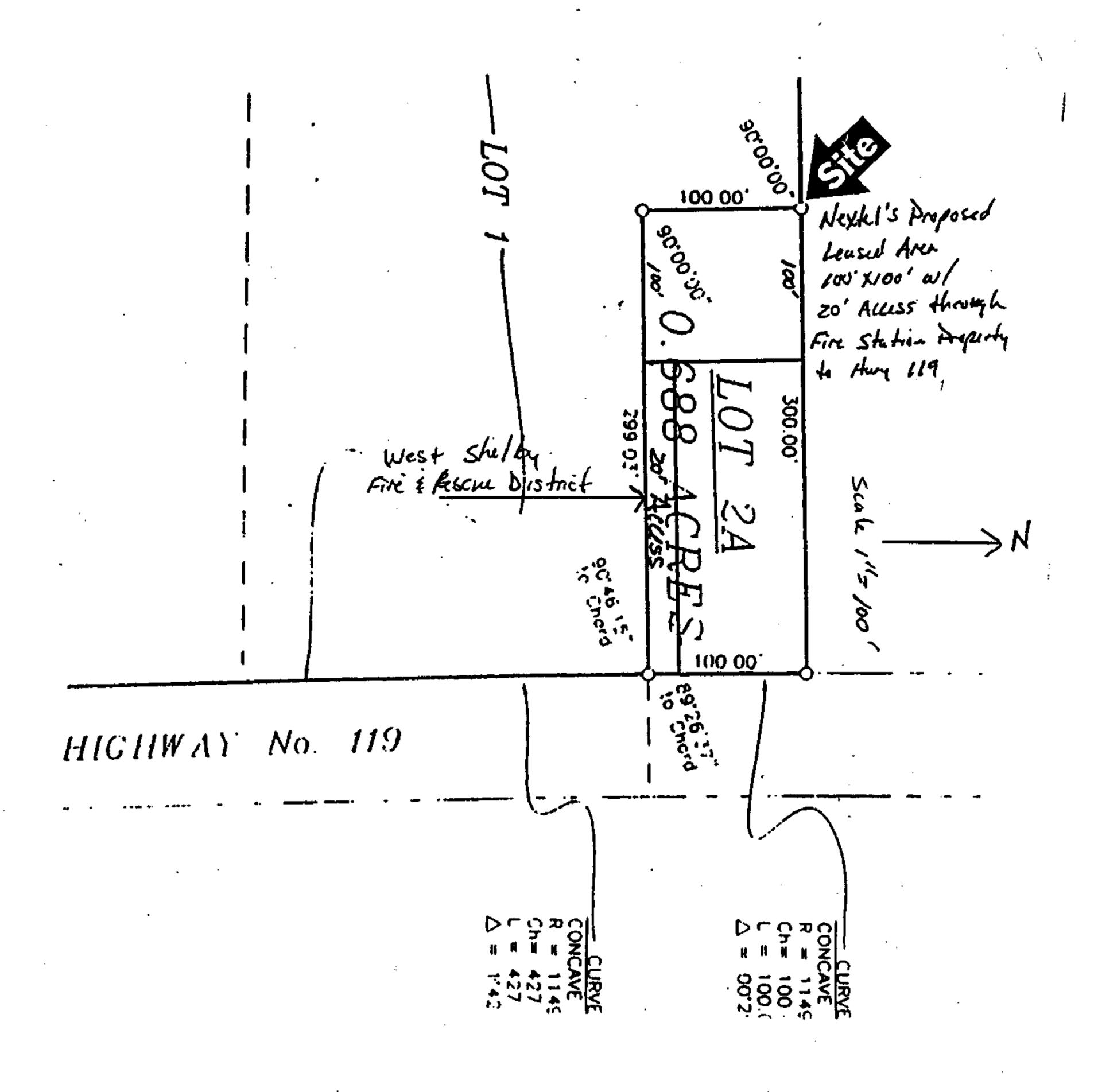
# ATTACHMENT "B" Premises

Site No.: AL-0007

Site Name: Underwood

Address: West Shelby Fire Department

The Premises are described and/or depicted as follows:



# ATTACHMENT "C-1 and C-2" Assignments of Leases

Site No.: AL-0007

Site Name: Underwood

Address: West Shelby Fire Department

SEE THE ATTACHED COPIES OF THE ASSIGNMENTS OF LEASES.

Site Name: Underwood Site No.: AL-0007 Attachment C-1

This document was prepared by:
Nextel Communications, Inc.
2003 Edmund Halley Dr., 6th Floor
Reston, Virginia 20191

Return Document and
Future Tax Statements to:
SpectraSite Communications, Inc.
8000 Regency Park, Suite 570
Cary, North Carolina 27511
Attn: Manager, Property Mgt.

Shelby County, Alabama
Site ID <u>AL-1065</u> / Name <u>Underwood</u>

ACOUST

## **ASSIGNMENT OF LEASES**

This Assignment of Leases ("Assignment") is made and entered into effective as of the 29th day of October, 1999, by and between Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications ("Nextel") and Tower Parent Corp., a Delaware corporation and affiliate of Nextel ("Parent Co.").

#### WITNESSETH:

WHEREAS, Nextel, Parent Co., Tower Asset Sub, Inc., a Delaware corporation and affiliate of Nextel and Parent Co. ("Tower Sub"), and certain other parties designated therein have entered into an Agreement and Plan of Merger dated February 10, 1999, as amended (the "Merger Agreement"), which, together with the related Master Site Commitment Agreement dated April 20, 1999 between the parties hereto, Nextel Parent, and certain other parties designated therein, and the related Nextel Master Site Lease Agreement dated April 20, 1999 between the parties hereto and certain other parties designated therein, contemplate, inter alia, the conveyance, assignment, transfer and delivery of Nextel's tower assets;

WHEREAS, Nextel is either the tenant or the successor in interest to the tenant, as the case may be, to that certain August 03, 1998 lease by and between West Shelby Fire & Rescue District as landlord and Nextel South Corp., a Georgia corporation, dba Nextel Communications as tenant (as the same may have heretofore been assigned, modified or supplemented, the "Prime Lease"), which Prime Lease is unrecorded in the Office of the Clerk of Shelby County, Alabama.

WHEREAS, pursuant to the Prime Lease, Nextel's tower assets include without limitation rights, title and interests in and to a certain parcel of real property in Shelby County, AL (the "Property"), and all subleases and sublicenses between Nextel or its predecessor in interest as

sublessor or sublicensor and third party sublessees and sublicensees, if any (collectively, the "Tenant Leases");

WHEREAS, in connection with the conveyance, assignment, transfer and delivery of Nextel's tower assets, Nextel desires to assign to Parent Co., and Parent Co. desires to assume all of Nextel's rights, title and interests in and to the Prime Lease, the Property and the Tenant Leases, if any;

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

- 1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.
- 2. <u>Incorporation of Exhibits</u>. The Property, and/or the underlying parcel of real property owned by landlord of which the Property is a part, is more particularly described on Exhibit A hereto which is incorporated by this reference. The Tenant Leases, if any, are listed on Exhibit B hereto which is incorporated by this reference.
- 3. Assignment. Nextel does hereby assign, transfer, set over, and deliver to Parent Co. all of Nextel's rights, title and interests in and to the Prime Leases, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Prime Leases, the Property, and the Tenant Leases. Parent Co. does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the lessee or tenant under the Prime Lease, all the terms and conditions of all related easements and ancillary agreements, and all the terms and conditions which are the responsibility of the sublessor or sublicensor under each of the Tenant Leases, and which arise, are incurred, or are required to be performed from and after the date of this Assignment.
- 4. <u>Further Assurances</u>. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.
- 5. <u>Counterparts</u>. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.
- 6. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Prime Lease is located is mandatory rather than permissive for the issue in question

(such as, by way of example only, with respect to possession), the laws of the state in which the real property is located shall govern.

7. Successors and Assigns. The terms and conditions of this Assignment shall run with the property and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

Nextel South Corp.,

a Georgia corporation [SEAL] Name: Travis Morey Witness Its: Director [SEAL] Name: Christie A. Hill Its: Secretary TOWER PARENT CORP., a Delaware corporation Witness [SEAL] Name: Travis Morey Its: <u>Director</u> [SEAL] Name: Christie A. Hill Witness Its: Secretary

Address of Assignee/Grantee:

2001 Edmund Halley Dr.

Attn: Corporate Secretary

Reston, Virginia 20191

c/o Nextel Communications, Inc.

# Corporate Acknowledgment

State of Virginia	)
	) ss:
County of Fairfax	)

On October 29, 1999, before me, the undersigned officer, personally appeared:

- Travis Morey, with an address of 2001 Edmund Halley Dr., Reston, VA 20191, (a) and
- Christie A. Hill, with an address of 2001 Edmund Halley Dr., Reston, VA 20191, (b) personally known and acknowledged himself/herself/themselves to me (or proved to me on the basis of satisfactory evidence) to be the
  - Director, and [a]
  - Secretary, [b]

respectively of Nextel South Corp., (hereinafter, the "Corporation") and that as such officer(s), being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves in their authorized capacities as such officer(s) as their free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:

Sydia K. Spalding [SEAL]

Notary Public

My commission expires: 07/31/03

# Corporate Acknowledgment

State of Virginia	)
	) ss:
County of Fairfax	)

On October 29, 1999, before me, the undersigned officer, personally appeared:

- Travis Morey, with an address of 2001 Edmund Halley Dr., Reston, VA 20191, (a) and
- Christie A. Hill, with an address of 2001 Edmund Halley Dr., Reston, VA 20191, (b) personally known and acknowledged himself/herself/themselves to me (or proved to me on the basis of satisfactory evidence) to be the
  - Director, and [a]
- [b] Secretary, respectively of TOWER PARENT CORP., a Delaware corporation, (hereinafter, the "Corporation") and that as such officer(s), being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves in their authorized capacities as such officer(s) as their free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:

Lydia k. Coulding

Notary Public

My commission expires: 07/31/03

# **EXHIBIT A**

Site ID <u>AL-1065</u> Site Name <u>Underwood</u>

# Legal Description

The description(s) below or attached hereto identify the following:

Underlying Parcel Owned by Landlord.

X Leased Property.

AL-1065

AREA: S.E. UNDERWOOD

SITE #:AL 1065

SITE NAME: UNDERWOOD

#### **EXHIBIT A**

#### 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.

AREA: S.E.

SITE #:AL 1065

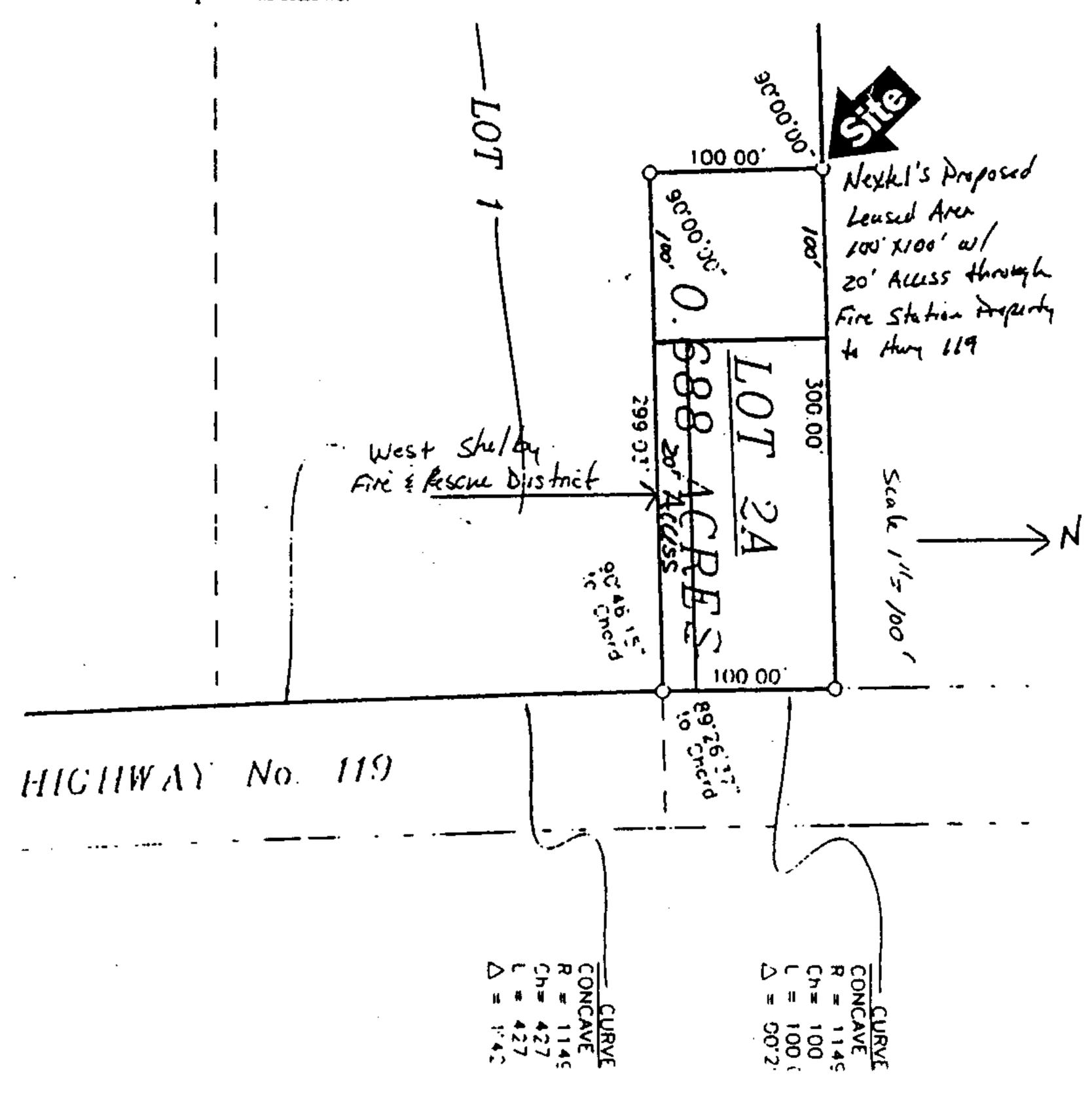
SITE NAME: UNDERWOOD

#### EXHIBIT B

#### DESCRIPTION OF PREMISES

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 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.
- 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 B** 

Site ID AL-1065
Site Name <u>Underwood</u>

<u>List of Tenant Leases</u> (if applicable)

# Attachment C-2

This document was prepared by:
Nextel Communications, Inc.
2003 Edmund Halley Dr., 6th Floor
Reston, Virginia 20191

Return Document and
Future Tax Statements to:
SpectraSite Communications, Inc.
8000 Regency Park, Suite 570
Cary, North Carolina 27511
Attn: Manager, Property Mgt.

Shelby County, Alabama
Site ID AL-1065 / Name Underwood

## ASSIGNMENT OF LEASES

This Assignment of Leases ("Assignment") is made and entered into effective as of the 29th day of October, 1999, by and between Tower Parent Corp., a Delaware corporation and affiliate of Nextel, as hereinafter defined, ("Parent Co."), and Tower Asset Sub, Inc., a Delaware corporation and affiliate of Nextel and Parent Co. ("Tower Sub").

#### WITNESSETH:

WHEREAS, Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications ("Nextel"), Parent Co., Tower Sub, and certain other parties designated therein have entered into an Agreement and Plan of Merger dated February 10, 1999, as amended (the "Merger Agreement"), which, together with the related Master Site Commitment Agreement dated April 20, 1999 between the parties hereto, Nextel Parent, and certain other parties designated therein, contemplates, inter alia, the conveyance, assignment, transfer and delivery of Nextel's tower assets, and the continuing lease by Nextel of certain ground and/or platform space on such tower assets pursuant to that certain Master Site Lease Agreement dated April 20, 1999 (the "Master Lease");

WHEREAS, Nextel is either the tenant or the successor in interest to the tenant, as the case may be, to that certain August 03, 1998 lease by and between West Shelby Fire & Rescue District as landlord and Nextel South Corp., a Georgia corporation, dba Nextel Communications as tenant (as the same may have heretofore been assigned, modified or supplemented, the "Prime Lease"), which Prime Lease is unrecorded in the Office of the Clerk of Shelby County, Alabama.

WHEREAS, pursuant to the Prime Lease, Nextel's tower assets include without limitation rights, title and interests in and to a certain parcel of real property in Shelby County, Alabama (the "Property"), and all subleases and sublicenses between Nextel as sublessor or sublicensor and third party sublessees and sublicensees, if any (collectively, the "Tenant Leases"), being the same Property and Tenant Leases assigned to Parent Co. from Nextel by Assignment of Leases of even date herewith, intended to be filed immediately prior to this instrument.

WHEREAS, in connection with the conveyance, assignment, transfer and delivery of Nextel's tower assets, Parent Co. desires to assign to Tower Sub, and Tower Sub desires to assume all of Nextel's rights, title and interests in and to the Prime Lease, the Property and the Tenant Leases, if any;

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

- 1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.
- 2. <u>Incorporation of Exhibits</u>. The Property, and/or the underlying parcel of real property owned by landlord of which the Property is a part, is more particularly described on Exhibit A hereto which is incorporated by this reference. The Tenant Leases, if any, are listed on Exhibit B hereto which is incorporated by this reference.
- Assignment and Assumption. Parent Co. does hereby assign, transfer, set over, and deliver to Tower Sub all of Parent Co.'s rights, title and interests in and to the Prime Lease, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Prime Lease, the Property, and the Tenant Leases. Tower Sub does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the lessee or tenant under the Prime Lease, all the terms and conditions of all related easements and ancillary agreements, and all the terms and conditions which are the responsibility of the sublessor or sublicensor under each of the Tenant Leases, and which arise, are incurred, or are required to be performed from and after the date of this Assignment.
- 4. Reconveyance. Notwithstanding anything to the contrary contained herein, in the event Nextel exercises its option pursuant to the terms of the Master Lease to re-acquire from Tower Sub its rights, title and interests in the Property, then all of Tower Sub's interest therein shall automatically re-convey to Nextel. The parties hereby agree to execute any instrument or other documents required to evidence any such re-conveyance.

- 5. <u>Further Assurances</u>. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.
- 6. <u>Counterparts</u>. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.
- 7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Prime Lease is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession), the laws of the state in which the real property is located shall govern.
- 8. <u>Successors and Assigns</u>. The terms and conditions of this Assignment shall run with the property and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

TOWER PARENT CORP.,

	a Delaware corporation	
Witness	By: Janes Morey	[SEAL]
Monisha Chalustratty	Name: Travis Morey  Its: Director	
Witness Melissa Hotais	By: Christie A. Hill Its: Secretary	[SEAL] 
	TOWER ASSET SUB, INC., a Delaware corporation	
Witness,  — OR	By: Spivak  Name: Glen Spivak  Its: Vice President	[SEAL] 
Witness	By: Janae Walker Its: Secretary	[SEAL]
Address of Assignee/Grantee:		
c/o SpectraSite Communications,	, IIIC.	

8000 Regency Park, Suite 570

Cary, North Carolina 27511

Attn: General Counsel

# Corporate Acknowledgment

State of Virginia	)	
	) ss	•
County of Fairfax	)	

On October 29, 1999, before me, the undersigned officer, personally appeared:

- Travis Morey, with an address of 2001 Edmund Halley Dr., Reston, VA 20191, (a) and
- Christie A. Hill, with an address of 2001 Edmund Halley Dr., Reston, VA 20191, (b) personally known and acknowledged himself/herself/themselves to me (or proved to me on the basis of satisfactory evidence) to be the
  - Director, and
- Secretary, respectively of TOWER PARENT CORP., a Delaware corporation, (hereinafter, the "Corporation") and that as such officer(s), being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves in their authorized capacities as such officer(s) as their free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:

Aydia K. Galding [SEAL]

Notary Public

My commission expires: 07/31/03

# Corporate Acknowledgment

State of North Carolina	)
	) ss:
County of Wake	)

On October 29, 1999, before me, the undersigned officer, personally appeared:

- Glen Spivak, with an address of 8000 Regency Park, Suite 570, Cary, NC 27511 (a) and
- Janae Walker, with an address of 8000 Regency Park, Suite 570, Cary, NC 27511 (b) personally known and acknowledged himself/herself/themselves to me (or proved to me on the basis of satisfactory evidence) to be the
  - Vice President, and
- Secretary, respectively of TOWER ASSET SUB, INC., a Delaware corporation, (hereinafter, the "Corporation") and that as such officer(s), being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself/herself/themselves in his/her/their authorized capacities as such officer(s) as his/her/their free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:

Gino I. Smith

Notary Public

My commission expires: 3.10.2004

# EXHIBIT A

Site ID AL-1065
Site Name <u>Underwood</u>

# Legal Description

The description(s) below or attached hereto identify the following:

Underlying Parcel Owned by Landlord.

X Leased Property.

AL-1065

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

SITE NAME: UNDERWOOD

## **EXHIBIT A**

#### 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.

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Situated in Shelby County, Alabama, to-wit:

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AREA: S.E.

SITE #:AL 1065

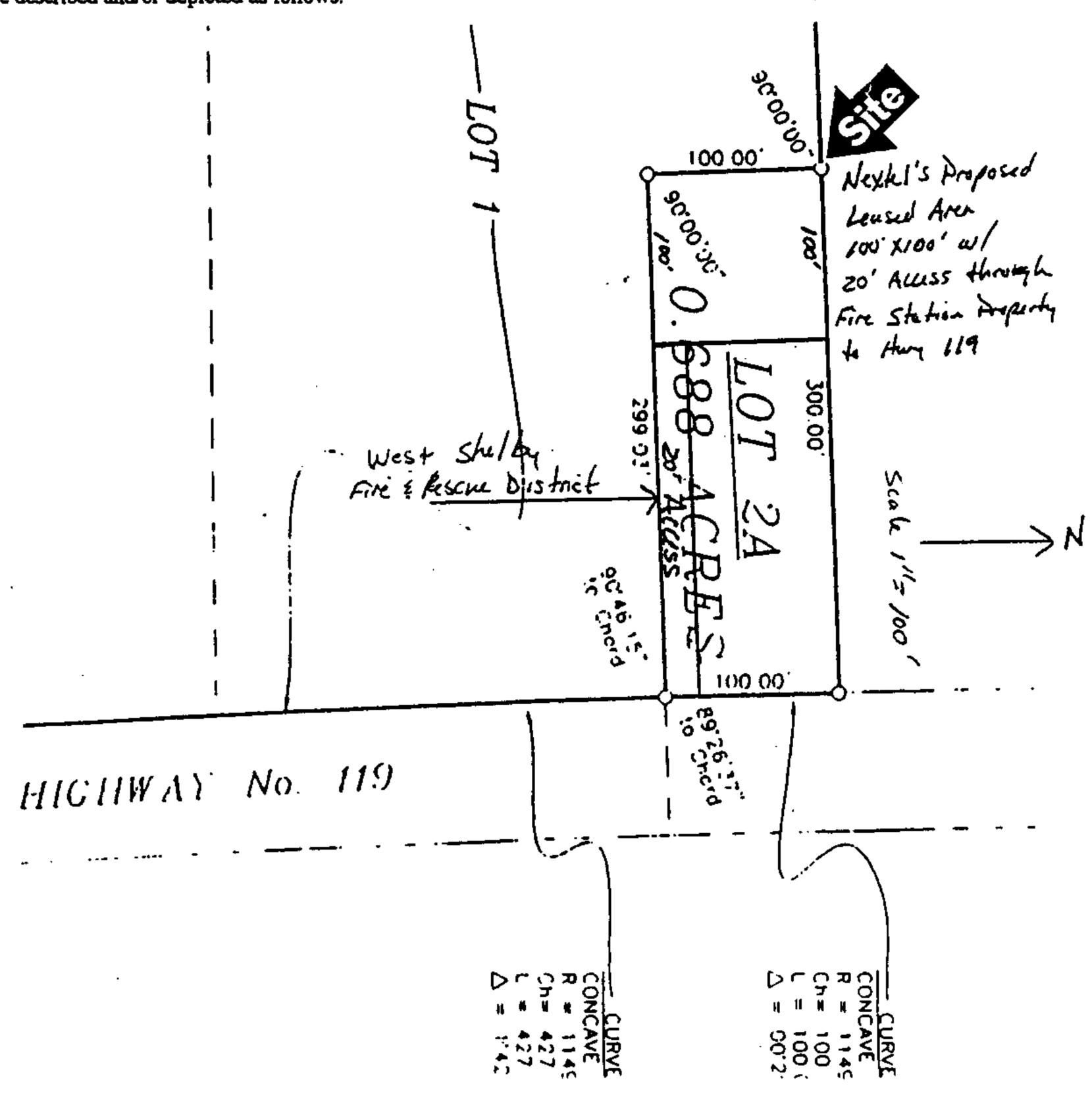
SITE NAME: UNDERWOOD

#### EXHIBIT B

#### DESCRIPTION OF PREMISES

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 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.
- Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
- 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 B** 

Site ID <u>AL-1065</u> Site Name <u>Underwood</u>

List of Tenant Leases (if applicable)

Inst # 2002-07059

O2/11/2002-07059
O1:13 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
192.50