

STATE OF ALABAMA )  
JEFFERSON COUNTY )

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Shelby Cnty Judge of Probate, AL  
06/11/1973 12:00:00 AM FILED/CERT

OPTION TO LEASE

This agreement, made and entered into this 10<sup>th</sup> day of July, 1972 by and between Exchange Security Bank, Birmingham, Alabama, C. W. Walter and John H. Brewer as Trustees under Indenture of Trust dated May 24, 1971 and recorded in Book 268, Pages 7-19 in the Probate Office of Shelby County, Alabama, (hereinafter called Lessors) and Nebraska Consolidated Communications Corporation, a Nebraska corporation, (hereinafter called Lessee),

WITNESSETH, that the Lessors' for and in consideration of the sum of FIVE HUNDRED DOLLARS (\$500.00) to the said Lessors in hand paid by Lessee, the receipt of which is hereby acknowledged, have granted, bargained and sold to the said Lessee the right or option until 12:00 midnight on the 10<sup>th</sup> day of July, 1973 to lease from said Lessors the following described tract of property lying in Shelby County, Alabama, to-wit:

*See attached Amendment hanging to lying SW 1/4*  
A parcel of real property 50 feet by 50 feet in area lying SE of, and immediately adjacent to, a tract of property on which a fire tower is presently located which tract of property is described in a deed from W. A. Belcher, et al. to the Division of Forestry, Department of Conservation, State of Alabama, dated December 31, 1952 and recorded in Book 157, Page 335 in the Probate Office of Shelby County, Alabama. Said property being in Section 7, T19S, R1E, Shelby County, Alabama.

In the event this option is exercised, Lessee shall have a right of ingress and egress over the present road in Section 7, which road is over the property of Lessors, and the right of ingress and egress over the property in Section 6 to the extent that it may be a public road and may be used by Lessor, their successors and assigns.

In the event Lessee shall be denied a right of ingress and egress during the term of the lease over the present road in Section 6 & 7, then, Lessors shall grant an easement to Lessee over an alternate route through the property of Lessors to provide access to said 50'x50' parcel of property. Said alternate route shall be mutually agreed upon and shall run from a public road through the property of Lessors. The cost of construction, maintenance and upkeep of said alternate route shall be at the sole expense of Lessee. Any construction and maintenance required by Lessee on the present road in said Sections 6 & 7, that is not performed by an agency of the federal, state or county government shall be performed at the expense of Lessee and Lessors shall have no responsibility for the same.

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#95 1 M4



Lessee may exercise its option to enter into said lease by notifying Lessors in writing at any time before the expiration of the above named time. Said notice shall be addressed to the undersigned Trustees at 529 Brown-Marx Building, Birmingham, Alabama 35203.

In the event Lessee fails to exercise this option, within the said time, the Five Hundred Dollar (\$500.00) payment made for this option shall be forfeited to Lessors and this option will become null and void.

The lease from Lessors to Lessee shall be for a period of five (5) years and shall specify that the property is to be used for the purpose of erecting and maintaining a self-supporting micro-relay tower, equipment, buildings and structures incidental thereto and for no other purpose that might not be related to the business of Lessee. Said lease shall not be assigned by Lessee to any other party without the written consent of Lessors, which shall not be unreasonably withheld, provided such assignment shall be to a successor of Lessee in the same or similar business.

In the event this option is exercised, the Lessee shall have three five year renewal options with the rental to be adjusted as hereinafter provided.

The consideration for the primary term of the lease (except as hereinafter provided to be adjusted by the Consumers' Price Index), shall be at the rate of SEVENTY AND NO/100 DOLLARS (\$70.00) per month, (being at the annual rate of EIGHT HUNDRED FORTY AND NO/100 DOLLARS (\$840.00)), payable in advance annually. Thereafter for and during the term of said lease and any renewals thereof the annual rental shall be adjusted according to the following index:

At the end of each lease year during the entire term of this lease and any renewal or extension or extensions thereof, Lessors and Lessee shall examine the cost of living index (as determined by the United States Bureau of Labor Statistics, Consumer Price Index, using the "All Items" figure, U.S., 1957-59 equal 100) to ascertain if the average annual cost of living index for the prior twelve months has changed from the average cost of living index for the year 1968. If said cost of living index shall have changed at the end of the first lease year of this lease, or at the end of any subsequent annual



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period from the cost of living index for the year 1968, then the rental for the annual period immediately following said change in the cost of living index shall be changed by the same percentage as the change in said cost of living index. However, it is specifically understood and agreed that the annual rental during the entire term of this lease and any renewals and extensions thereof shall not be less than \$840.00 per annum, even though the cost of living index shall at the end of any annual period be less than the cost of living index for the year 1968.

Should there be a complete revision of the method used by the United States Department of Labor to calculate the Consumer Price Index, the Consumer Price Index shall not be used as a means of computing the cost of living adjustments in this lease agreement and in which event the parties will agree on a new basis for computing adjustments in rentals due to changes in the cost of living.

It is further understood and agreed that the Lessee shall pay all ad valorem taxes levied or assessed specifically against equipment and improvements placed by it on the leased premises during the entire term of this lease and any renewals and extensions thereof.

Lessee may terminate this lease by giving Lessor ninety (90) days written notice at any time after the first lease year.

Lessee shall indemnify and hold harmless the Lessors from any liability arising out of the construction or operation of the equipment to be located upon said property, and shall pay for any damages to property of the Lessors caused by construction or maintenance of the facilities placed on said property throughout the term of this lease upon the exercise of this option and throughout the term of any renewal or extension of said lease.

Prior to exercise of this option, Lessee may enter said premises for the purposes of surveys, tests and preliminary estimates, but shall not begin construction until exercise of said option.

Exchange Security Bank, Birmingham, Alabama, C. W. Walter and John H. Brewer execute the within instrument solely in their

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representative capacity named and expressly limit their liability hereunder to the property now or hereafter held by them in such capacity.

EXCHANGE SECURITY BANK, BIRMINGHAM, ALABAMA

By: *Edwin Wynn, Jr*  
As Trustee  
Its ~~Vice President~~ & Trust Officer

*C. W. Walter*  
As Trustee

*John H. Brewer*  
As Trustee

STATE OF ALABAMA )  
JEFFERSON COUNTY )


I, *Vivian C. Green*, a Notary Public in and for said County in said State, hereby certify that EXCHANGE SECURITY BANK, C. W. WALTER, and JOHN H. BREWER, whose names as Trustees are signed to the foregoing OPTION and who are known to me acknowledged before me on this day that being informed of the contents of the same, they as such Trustees, executed the same for and as their act as such Trustees.

Given under my hand this 10<sup>th</sup> day of July, 1972.

MY COMMISSION EXPIRES MAY 21, 1974

*Vivian C. Green*  
Notary Public

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STATE OF ALABAMA )  
JEFFERSON COUNTY )

AMENDMENT TO OPTION TO LEASE

This agreement, made and entered into this 7<sup>th</sup>  
day of MAY, 1973 by and between Exchange Security  
Bank, Birmingham, Alabama, C. W. Walter and John H. Brewer,  
as Trustees, under Indenture of Trust dated May 24, 1971  
and recorded in Book 268, Pages 7-19 in the Probate Office  
of Shelby County, Alabama (hereinafter called Lessors) and  
Nebraska Consolidated Communications Corporation, a Nebraska  
Corporation, (hereinafter called Lessee).

WITNESSETH, that the Lessors and Lessee for and in  
consideration of the mutual covenants herein contained do  
hereby modify and amend that certain Option to Lease  
Agreement entered into by and between said Lessors and Lessee  
dated the 10th day of July, 1972 as follows:

The description of the parcel of property 50 feet by  
50 feet as contained in said Option to Lease is amended in  
the second line of said first paragraph of the description to  
delete, "lying SE of," and adding in the place thereof "lying  
Southwest of."

In all other respects and without further amendment  
said Option to Lease shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused

Site - \*95  
Signal Mtn.

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these presents to be executed on the day and year first  
above written.

EXCHANGE SECURITY BANK, BIRMINGHAM, ALABAMA

Exchange Security Bank executes the within instrument solely in the  
representative capacity named and expressly limits its liability hereunder  
to the property now or hereafter held by it in such capacity.

By: B. H. Brown  
As Trustee  
Its Vice President & Trust Officer

C. W. Walter  
As Trustee

John H. Brewer  
As Trustee

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Tommy E. Hill, a Notary Public in and for said  
County in said State, hereby certify that EXCHANGE SECURITY  
BANK, C. W. WALTER and JOHN H. BREWER, whose names as Trustees  
are signed to the foregoing AMENDMENT and who are known to me,  
acknowledged before me on this day that being informed of the  
contents of the same, they as such Trustees, executed the same  
for and as their act as such Trustees.

Given under my hand this 7th day of MAY, 1973.

Tommy E. Hill  
Notary Public

My Commission Expires 10-21-73

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